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No. २२] NEW DELHI, SATURDAY, JUNE 2, 1979/JYAIKTHA 12, 1901

इस नाम में निम्न वृक्ष संस्था की जाती है जिससे कि वह गलग तंत्रज्ञान से वय ने रक्ता जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड ३—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

(रक्ता तंत्रज्ञान को ओड़कर) भारत सरकार के मंत्रालयों और (संबंधित प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा आरो किये गए तीव्रिक यादेश और प्रक्रियाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities (other than the
Administrations of Union Territories)

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, १० मई, १९७९

का० आ० १७७०:—यदा, निर्वाचन आयोग का समाधान हो गया है कि जून, १९७७ में हुए उत्तर प्रदेश विधान सभा के लिए साधारण निर्वाचन के लिए ४०१-बागपत निर्वाचन क्षेत्र से चुनाव लड़ने वाले उमीदवार श्री महेन्द्र कुमार, अग्राल मण्डी, दा० अग्राल मण्डी, जिला मेरठ (उत्तर प्रदेश) लोक प्रतिनिधित्व प्रधिनियम, १९५१ तथा तदृशीन बनाए वह नियमों द्वारा अपेक्षित थपने निर्वाचन व्यवों का कोई भी देवा वालिय करने में असफल रहे हैं;

और यदा, उक्त उमीदवार ने, सम्पर्क सूचना दिया जाने पर भी, इस असफलता के लिए कोई कारण अपना स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

प्रत. यह, उक्त अधिनियम की द्वारा १०-क के ग्रन्त सरण में निर्वाचन आयोग एवं द्वारा उक्त श्री महेन्द्र कुमार को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य बने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० स०/४०१/७७(8)]

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 10th May, 1979

S.O. 1770.—Whereas the Election Commission is satisfied that Shri Mahendra Kumar, Aggarwal Mandi, Post Office Aggarwal Mandi, District—Meerut, Uttar Pradesh, a contesting candidate for general election the Uttar Pradesh, Legislative Assembly held in June, 1977 from 401-Baghpur constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mahendra Kumar to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/401/77/(8)]

का० आ० 1771:—यत्, निर्बाचित आयोग का समाधान हो गया है कि जून, 1977 में हुए उत्तर प्रदेश विधान सभा के लिए साधारण निर्वाचित के लिए 382-स्थाना निर्बाचित शेखर से चुनाव लड़ने वाले उम्मीदवार श्री गजेन्द्र सिंह, मोहल्ला सेहसराय, बुलन्दशहर, जिला बुलन्दशहर (उत्तर प्रदेश) लोक प्रतिनिधित्व प्रतिनियम, 1951 तथा तद्वीत बनाए गए नियमों द्वारा प्रतिक्रिया अपने निर्बाचित व्यर्थों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यत्, उक्त उम्मीदवार ने, सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्बाचित आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः अब, उक्त अधिनियम की आरा 10-के अनुसरण में निर्बाचित आयोग एतद्वारा उक्त श्री गजेन्द्र सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ०प्र०-वि०स०/382/77(9)]

आवेदन से,

प्रार० डॉ शर्मा, अध्यक्ष सचिव

S.O. 1771.—Whereas the Election Commission is satisfied that Shri Gajendra Singh, Mohalla-Sheikh Sarai, Bulandshahr, District-Bulandshahr Uttar Pradesh, a contesting candidate for general election to the Uttar Pradesh Legislative Assembly held in June, 1977 from 382-Siana constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Gajendra Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/382/77/(9)]
R. D. SHARMA, Under Secy.

नई विल्सी, 19 प्र०प्र०, 1979

का० आ० 1772:—यत्, निर्बाचित आयोग का समाधान हो गया है कि जून, 1977 में हुए बिहार विधान सभा के लिए साधारण निर्बाचित के लिए 40-जलालपुर निर्बाचित-सेक्टर से चुनाव लड़ने वाले उम्मीदवार श्री अब्दुल गफकार खां, आम कोपा, पोस्ट-कोपा बाजार, थाना—जलालपुर, जिला सारण (बिहार), लोक प्रतिनिधित्व प्रतिनियम, 1951 तथा तद्वीत बनाए गए नियमों द्वारा प्रतिक्रिया अपने निर्बाचित व्यर्थों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यत्, उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्बाचित आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः अब, उक्त अधिनियम की आरा 10-के अनुसरण में निर्बाचित आयोग एतद्वारा उक्त श्री अब्दुल गफकार खां को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/40/77(16)]

New Delhi, the 19th April, 1979

S.O. 1772.—Whereas the Election Commission is satisfied that Shri Abdul Gaffar Khan, Village Kopa, P. O. Kopa, Bazar, Thana Jalalpur, Distt. Saran, Bihar a contesting candidate for general election to the Bihar Legislative Assembly held in June 1977 from 40-Jalalpur constituency, has failed to lodge an account of his election expenses at all/as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Abdul Gaffar Khan to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/40/77 (16)]

का० आ० 1773:—यत्, निर्बाचित आयोग का समाधान हो गया है कि जून, 1977 में हुए बिहार विधान सभा के लिए साधारण निर्बाचित के लिए 43-परसा निर्बाचित-सेक्टर से चुनाव लड़ने वाले उम्मीदवार श्री विजय कुमार शर्मा, आम नन्दन कौतुका, पोस्ट-कौतुका, थाना परसा, जिला-सारण, बिहार, लोक प्रतिनिधित्व प्रतिनियम, 1951 तथा तद्वीत बनाए गए नियमों द्वारा प्रतिक्रिया अपने निर्बाचित व्यर्थों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यत्, उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्बाचित आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः अब, उक्त अधिनियम की आरा 10-के अनुसरण में निर्बाचित आयोग एतद्वारा उक्त श्री विजय कुमार शर्मा को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/43/77(17)]

S.O. 1773.—Whereas the Election Commission is satisfied that Shri Vijay Kumar Sharma, Village Nandan Kaltuka, P. O. Lachhi Kaituka, P. S. Parsa, District Saran, Bihar, a contesting candidate for general election to the Bihar Legislative Assembly held in June 1977 from 43 Parsa constituency, has failed to lodge an account of his election expenses at all/as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of the section 10A of the Said Act, the Election Commission hereby declares the said Shri Vijay Kumar Sharma to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/43/77 (17)]

का० आ० 1774:—यत्, निर्बाचित आयोग का समाधान हो गया है कि जून, 1977 में हुए बिहार विधान सभा के लिए साधारण निर्बाचित के लिए 56-कोटी निर्बाचित-सेक्टर से चुनाव लड़ने वाले उम्मीदवार श्री रामचन्द्र सिंह, आम चंपापुर उर्फ जीयन बुजुर्ग, पोस्ट-बिश्मपुर ऐमा, जिला मूजफकरपुर (बिहार), लोक प्रतिनिधित्व प्रतिनियम, 1951 तथा तद्वीत बनाए गए नियमों द्वारा प्रतिक्रिया अपने निर्बाचित व्यर्थों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यह: उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण ग्रथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग को यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या व्यायोचित्य नहीं है।

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री रामचन्द्र सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा ग्रथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/56/77(18)]

S.O. 1774.—Whereas the Election Commission is satisfied that Shri Ram Chandra Singh, Village Chainpur alias Jain Buzurg, P. O. Vishnupur Aima, Distt. Muzaffarpur Bihar, a contesting candidate for general election to the Bihar Legislative Assembly held in June, 1977 from 56-Kanti constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure:

Now, therefore, in pursuance of section 10A of the Said Act, the Election Commission hereby declares the said Shri Ram Chandra Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/56/77 (18)]

का० अ० 1775:—यतः, निर्वाचन आयोग का समाधान हो गया है कि जून, 1977 में दूसरे बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 56-कोटी निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हरिंगं राम बलहां, पोस्ट-हरिंगासपुर, जिला-मुजफ्फरपुर, बिहार, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्वीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी नेतृत्व दाखिल करने में असफल रहे हैं।

और यह: उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण ग्रथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या व्यायोचित्य नहीं है।

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री हरिंगं राम को संसद के किसी सदन के या किसी राज्य की विधान सभा ग्रथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/56/77 (19)]

S.O. 1775.—Whereas the Election Commission is satisfied that Shri Haribansh Singh, Village Balaha, P. O. Haridaspur, Distt. Muzaffarpur, Bihar a contesting candidate for general election to the Bihar Legislative Assembly held in June 1977 from 56-Kanti constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure:

Now, therefore, in pursuance of section 10A of the Said Act, the Election Commission hereby declares the said Shri Haribansh Singh to be disqualified for being chosen as, and

for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/56/77 (19)]

नई विलासी, 21 अप्रैल, 1979

का० अ० 1776:—यतः, निर्वाचन आयोग का समाधान हो गया है कि जून, 1977 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 181-परवाना निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रामावतार प्रसाद सिंह, राम व पोस्ट-पसराहा, जिला-मुंगेर, बिहार, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्वीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी नेतृत्व दाखिल करने में असफल रहे हैं।

और यह, उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण ग्रथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या व्यायोचित्य नहीं है।

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री रामावतार प्रसाद सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा ग्रथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/181/77(20)]

New Delhi, the 21st April, 1979

S.O. 1776.—Whereas the Election Commission is satisfied that Shri Ramawatar Prasad Singh, Village and Post Office Pasraha, District Monghyr, Bihar a contesting candidate for general election to the Bihar Legislative Assembly held in June 1977 from 181-Parbatta constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure:

Now, therefore, in pursuance of the section 10A of the Said Act, the Election Commission hereby declares the said Shri Ramawatar Prasad Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/181/77 (20)]

का० अ० 1777:—यतः, निर्वाचन आयोग का समाधान हो गया है कि जून, 1977 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 240-ओवरा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री शिव नारायण राम, राम व पांसट-करमा भाग वालन, धाना गांव अंचल वालन, जिला-ओरंगाबाद (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्वीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी नेतृत्व दाखिल करने में असफल रहे हैं।

और यह, उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिए जाने पर भी, इस असफलता के लिए कोई कारण ग्रथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या व्यायोचित्य नहीं है।

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री शिवनारायण राम को संसद के किसी भी सदन के या किसी राज्य की विधान सभा ग्रथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/240/77(21)]

New Delhi, the 16th May, 1979

S.O. 1781.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission of India, in consultation with the Administration of Union Territory of Goa, Daman and Diu hereby nominates Shri M. K. Mishra, Law Secretary, Government of Goa, Daman and Diu as the Chief Electoral Officer for that Union Territory with effect from the 3rd May, 1979 and until further orders vice Shri K. C. D. Gangwani.

[No. 154/GOA/79]

V. NAGASUBRAMANIAN, Secy.

विधि, न्याय और कानूनी कार्य मंत्रालय

(विधायी विभाग)

नई दिल्ली, 15 मई, 1979

का० आ० 1782.—दरगाह खाजा साहिब अधिनियम, 1955 (1955 का 36) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री इस्माइल एम० बावला, 65-काम्बेकर स्ट्रीट, भुम्ही-3, एक हताकी मुस्लिम को, 15 मई, 1979 से दरगाह ममिलि, अजमेर के सवाय के रूप में नियुक्त करती है।

[सं० 11(3)/75-वक्फ]

एम० रामपाल, पंतूल सचिव

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Legislative Department)

New Delhi, the 15th May, 1979

S.O. 1782.—In exercise of the powers conferred by section 5 of the Durgah Khawaja Saheb Act, 1955 (36 of 1955), the Central Government hereby appoints Shri Ismail M. Bawla, 65, Kambekar Street, Bombay-3, a Hanafi Muslim, as a member of the Durgah Committee, Ajmer, with effect from the 15th May, 1979.

[No. 11(3)/75-Wakf]

S. RAMAIAH, Joint Secy.

वित्त मंत्रालय

(राजस्व विभाग)

धारेता

नई दिल्ली, 10 मई, 1979

स्वाम्य

का० आ० 1783.—भारतीय स्वाम्य अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के बण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा उस शुल्क को माफ करती है जो भारतीय औद्योगिक विकास बैंक द्वारा समय-समय पर प्राप्तिसंरी नोटों के रूप में जारी किये जाने जाते बन्धवों पर, उस प्रधिनियम के अन्तर्गत प्रभावी है।

[सं० 21/79-स्वाम्य का० सं० 33/2/79-वि०क]

एस० डॉ० रामस्वामी, प्रबन्ध सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 19th May, 1979

STAMPS

S.O. 1783.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp

Act, 1899 (2 of 1899), the Central Government hereby remits the duty chargeable under the said Act in respect of bonds in the form of promissory notes to be issued from time to time by the Industrial Development Bank of India.

[No. 21/79-Stamp-F. No. 33/2/79-ST]

S. D. RAMASWAMY, Under Secy.

(प्रांतिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 14 मई, 1979

का० आ० 1784 :—गोपन बैंक के कस्टोडियन, श्री श्री० एन० नाडकर्णी की 9 अप्रैल, 1979 से 23 अप्रैल, 1979 तक की कूटी की अवधि के बौराम, यह माना जायगा कि श्री श्री० राममोहन ने इस विभाग की विनांक 29 जुलाई, 1978 की समसंबंधित प्रधिसूचना के विवरनों के अनुसार अभिरक्षक (कस्टोडियन) के कर्तव्यों का निर्धारण किया।

[संज्ञा 22(6)-भी० श्री० III/78]

म० श्री० उसगांवकर, प्रबन्ध सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 14th May, 1979

S.O. 1784.—During the period of leave of Shri V. N. Nadkarni, Custodian, Goan Banks from 9th April, 1979 to 23rd April, 1979, Shri R. Ram Mohan shall be deemed to have discharged the duties of the Custodian in terms of this Department Notification of even number dated the 29th July, 1978.

[No. 22(6)-B.O.III/78]

M. B. USGAONKAR, Under Secy.

नई दिल्ली, 14 मई, 1979

का० आ० 1785 :—बैंकारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पड़ित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एवंद्वारा जोषणा करती है कि उस प्रधिनियम की धारा 9 के उपर्यंत, यवतमाल डिस्ट्रिक्ट सेंट्रल कोषापरेटिव बैंक लिमिटेड, यवतमाल पर, इस प्रधिसूचना के प्रकाशित होने की सारीज से 30 जून, 1981 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहाँ तक इनका संबंध नीचे दी गई री-वैकिंग परिसम्पत्तियों के स्वाभित्र से है:—

नी-री-वैकिंग परिसम्पत्तियों का व्यौत्ता स्था उनकी अवस्थिति

क्रम	ग्राम तथा तालुका का नाम	क्रम संख्या	एकड़	गुणा
1.	लिंगी तालुका : दरगाह	4/2	5	37
2.	—तरैव—	5/1	5	39
3.	तेलपारी	9/1	5	30
4.	—तरैव—	13	12	31
5.	बेलोरा तालुका : पुसार	178	28	01
6.	लोहारा	—तरैव—	99	22
7.	हरपी	—तरैव—	69/1	24
8.	गुंज	—तरैव—	37	15

[संज्ञा 8-10/79-ए०सी०]

2. सूचना वी जाती है कि यदि कोई व्यक्ति उक्त प्रस्तावों के बारे में कोई प्राप्ति या सुझाव भेजना चाहता है तो वह उन्हें इस आदेश के राजपत्र में प्रकाशन की तारीख से 45 दिन के भीतर निर्यात निरीक्षण परियद् 14/1-बी० एजुरा स्ट्रीट कलकत्ता-1 को भेज सकता है।

प्रस्ताव

1. यह प्रधिसूचित करता कि प्रेशर कुकर नियाति से पूर्व निरीक्षण के अधीन होंगे।

(2) इस आदेश के उपादन्ध I में दिए गए प्रेशर कुकर के नियाति (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978 के प्राप्त्य के अनुसार क्वालिटी नियंत्रण और निरीक्षण के लिये दाइप के रूप में विभिन्निष्ट करता जो ऐसे नियुक्त उपकरणों तथा उप सामग्रीों को, नियाति से पूर्व, सामूह होगा;

(3) (क) सुसंगत भारतीय मात्रक विनिर्देशों या कोई अन्य राष्ट्रीय मात्रक विनिर्देशों को;

(ब) उन विनिर्देशों को जो संदर्भ (क) के अन्तर्गत नहीं आते हैं किन्तु नियातिकर्ता द्वारा घोषित ऐसे मानकों की परीक्षा एवं अनुमोदन के प्रयोजन के लिए नियाति निरीक्षण परियद् द्वारा नियुक्त विनिर्देशों के वैतल द्वारा अनुमोदित हैं प्रेशर कुकरों के लिए सांखिक विनिर्देशों को मानक विनिर्देशों के रूप में साम्यता देना।

(4) अन्तर्राष्ट्रीय आपार के द्वारा ऐसे प्रेशर कुकरों के नियाति को तब तक प्रतिषिद्ध करना जब तक कि उसके साथ नियाति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अन्तर्गत केन्द्रीय सरकार द्वारा स्थापित या साम्यता प्राप्त अधिकरणों में से किसी के द्वारा जारी किया गया इस आशय का प्रमाण-पत्र न हो कि प्रेशर कुकरों का परेण्य क्वालिटी नियंत्रण और निरीक्षण से संबंधित गतों को पूरा करता है तथा वह नियाति योग्य है और उन पर उक्त अधिनियम की धारा 3 के अधीन केन्द्रीय सरकार द्वारा साम्य मुद्रा या विन्हाल लगा हुआ है।

2. इस आदेश की कोई भी बात भेजनों को भू मार्ग, वायु मार्ग या जल मार्ग द्वारा प्रेशर कुकरों के उन नमूनों के नियाति को सामूह नहीं होगी जिनका पोत पर्याप्त नियुक्त मूल्य एक सी पर्सीस (125/-) रुपए से अधिक नहीं है।

3. इस आदेश से 'प्रेशर कुकर' से 4 लिटर से लेकर 22 लिटर तक की व्याप्रिता वाला कोई ऐसा दाव-पापक बर्तन अभियेत है जिसका प्रयोग बाहरी ऊँचाई से होता है तथा जिसमें 1.0 किंवद्दा० एक०/सी०एम०२ का कार्बन कार्बन वाष्प दाव बनाए रखने की क्षमता होती है।

उपादन-I

नियाति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन बनाए जाने वाले प्रस्ताव (वास्तविक नियमों का प्राप्त्य)

1. मंजिल नाम तथा प्राप्त्य : (1) इन नियमों का नाम प्रेशर कुकरों का नियाति (क्वालिटी नियंत्रण और निरीक्षण) नियम 1978 है।

(2) ये को प्रवृत्त होंगे।

2. परिभाषाएँ : इन नियमों में, जब तक कि मंदसर्व में अन्यथा अनुसिद्ध न हो :—

(क) "अधिनियम" में नियाति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभियेत है;

(ब) "अभिकरण" में अधिनियम की धारा 7 के अधीन केन्द्रीय सरकार द्वारा बन्वाई, कलकत्ता, कोर्टन, दिल्ली तथा मद्रास में स्थापित अधिकरणों में से कोई अभिकरण या साम्यताप्राप्त कोई अन्य संगठन अभियेत है,

(ग) "प्रेशर कुकर से" 4 लिटर से लेकर 22 लिटर तक की व्याप्रिता वाला ऐसा कोई दाव-पापक बर्तन अभियेत है जिसका प्रयोग बाहरी ऊँचाई से होता है तथा जिसमें 1.0 किंवद्दा० एक०/सी०एम०२ का कार्बन कार्बन वाष्प दाव बनाए रखने की क्षमता होती है।

3. (प्रेशर का व्यापार सवा प्रोकेता) :—(1) नियाति यह सुनिष्ट करते की दृष्टि से किया जाएगा कि नियाति के लिए आवश्यक प्रेशर कुकर परियद् II या परियद् III में विनियिष्ट नियंत्रण स्तर का प्रयोग करके उत्पादित किए गए हैं या उनका क्वालिटी, अधिनियम, की धारा 17 के अधीन केन्द्रीय सरकार द्वारा मात्र विनिर्देशों के अनुसुल्प हैं।

(2) प्रेशर कुकरों के नियाति के लिए निम्ननियित योजनाओं में से कोई योजना अवश्यक जाएगी, अवश्य :—

(क) स्वयं प्रमाणीकरण :—(i) यह भी विनियाता एक, जो परियद् II में सूचीबद्ध मानदण्डों को पूरा करता है नियाति निरीक्षण परियद् अमन चैम्बर्स (पार्षदी भौतिक) 113, महर्षि कवी रोड, बम्बई-400004 के क्षेत्रीय कार्यालय की अधेशन देगा।

(ii) परियद् द्वारा नियाति देनाओं में से कोई पैनल ५ से एक में जाएगा तथा यह नियाति करेगा कि यह वहाँ प्रभावात्मकी दृष्टियाँ नियंत्रित हैं नियंत्रित पद्धति मनोप्रज्ञन स्तर में चल हा है या नहीं।

(iii) उन एकांकों ६, जो पैनल द्वारा अनुमोदित हैं, उन्हें उनके नियाति परेण्यों का नियाति योग्यता का प्रवाणपत्र जारी करने योग्य बनाने के लिए, अधिनियम की धारा 7 के अधीन मात्रा वी जाएगी।

(iv) ऐसी मात्रता एक वर्ष की अवधि के लिए विधिमान्य होगी उनके परचातु प्रभावी क्वालिटी सुनिश्चित पद्धति के जारी रखने के आवार पर सुन. नवांकृत की जाएगी।

परन्तु यदि केन्द्रीय सरकार का गया है कि किसी भी विनियाता एकक को दो गई कोई भी मात्रता जन. १२ में वापिस ले ली जानी चाहिए तो केन्द्रीय सरकार उन एकक को एक उपयुक्त अवधार देने के पारात् अधिनियम की धारा 7 के अधीन ऐसी मात्रता वापिस ले मरकी है।

(व) प्रक्रियात्मक क्वालिटी नियंत्रण :—(i) कोई भी विनियाता एकक जिसके पास उपायद् III के अनुसार प्रक्रियात्मक क्वालिटी नियंत्रण की पर्याति अवधारा है, नीचे दिए गए परियद् के नियंत्रण कार्यालय को आवेदन करेगा—

नियाति निरीक्षण परियद्

14/1-बी०, एज्युरा स्ट्रीट,

कलकत्ता-700001

कोर्ट रोड।

1. नियाति निरीक्षण परियद्, अमन चैम्बर्स पार्षदी भौतिक, 113, महर्षि नर्सी रोड,

बम्बई-400004।

2. नियाति निरीक्षण परियद्

मनोप्रज्ञन विहितग,

महान्मा गार्डी रोड,

एन्टोकुलम, ८८

कोर्टन-682011।

3. नियाति निरीक्षण परियद्,

स्पूनियाल मार्केट विहितग,

३, मरम्बनी मार्ग,

करौल बाग, नई दिल्ली-110005

(ii) निर्यात निरीक्षण परिषद् तथा विनिर्माण एकक को जाने का प्रबन्ध करेगा तथा यह निर्धारित करेगा कि प्रक्रियागत क्वालिटी नियंत्रण पद्धति संतोषजनक रूप से कार्य कर रही है या नहीं।

(ग) परेषण के अनुसार निरीक्षण :-कोई भी विनिर्माण एकक जो स्वम्भ (क) तथा (ख) में विनियिष्ट अपेक्षाओं को पूरा नहीं करता है। निरीक्षण के लिए निर्यात परेषणों किसी भी प्रभिकरण को यह सुनिश्चित करने के उद्देश्य से देता कि उसके द्वारा विनिर्भृत उत्ताप अधिकारियम को धारा 6 के अधीन केन्द्रीय भर्कार द्वारा मान्य विनिर्देशों के अनुरूप है या नहीं।

(3) निम्नलिखित प्रक्रिया प्रेषण कुरारों के निरीक्षण तथा प्रमाणन के लिए अनाई जाएगी, अर्थात् :-

(क) उपनियम (2) के स्वम्भ (क) के अधीन स्वयं प्रमाणीकरण योजना के अन्तर्गत मान्य रॉई विनिर्माण एकक, उसके द्वारा विनिर्भृत निर्यात पंडणों की निर्यात योग्यता का प्रमाणण कर आरी करेगा।

(ख) (i) प्रेषण कुरारों के निर्यात करने का इच्छुक कोई निर्यात कर्ता (स्वयं प्रमाणीकरण योजना के अन्तर्गत मान्य विनिर्माण एककों से भिन्न) अपने ऐसा करने के प्राश्न की सूचना विविध रूप में देगा तथा उसी सूचना के साथ ऐसे निर्यात से संबंधित निर्यात मविदा में दी गई सभी तकनीकी विणेप-सामग्री का विवरण देने हुए विनिर्देशों का धोषणा पढ़ किसी भी प्रभिकरण को देगा जिससे कि वह उपनियम (1) के स्वम्भ (ख) तथा (ग) के अनुसार निरीक्षण कर नके।

(ii) वह उसी समय ऐसी सूचना की एक प्रति निरीक्षण के लिए अभिकरण के निकटतम परिषद् कार्यालय को देगा।

(ग) उपनियम (2) के खंड (ख) के अधीन अनुमोदित एककों द्वारा विनिर्भृत उत्पादों के नियंत्रित के लिए नियंत्रिकार्ता ऐसी सूचनाओं के साथ एक धोषणा यह भी करेगा कि नियंत्रित के लिए आवश्यक प्रेषण कुरारों का विनिर्माण उपायम् III में अधिकारित क्वालिटी नियंत्रणों का प्रयोग करके किया गया है तथा परेषण, इस प्रयोग के लिए मान्य विनिर्देशों की अपेक्षाओं को पूरा करना है।

(घ) खंड (घ) या खंड (ग) के अधीन प्रत्येक गृहना तथा बोषणा, विनिर्माण के परिसर से परेषण के लिए जाने से कम से कम दो सप्ताह पहले, अभिकरण तथा परिषद् के कार्यालय में अवश्य पहुँच जानी चाहिए।

(इ) नियंत्रित कर्ता अभिकरण को परेषण पर लगाए जाने वाले पहुँचान विन्ह भी देगा।

(ब) खंड (ब) या खंड (ग) के अधीन सूचना तथा धोषणा प्राप्त होने पर अभिकरण : (i) उपनियम (2) के खंड (ख) के अन्तर्गत अनुमोदित एककों द्वारा विनिर्भृत वस्तुओं का नियंत्रित करने वाले नियंत्रिकर्ता द्वारा इस संबंध में परिषद् द्वारा आरी किये गए निदेशों, यदि कोई हों, का अनुसरण किया है तो वह तीन दिन के भीतर यह धोषणा करते हुए प्रमाण-गत जारी करेगा कि प्रेषण कुरारों का परेषण नियंत्रित योग्य है। किन्तु अभिकरण कानिक निरीक्षणों द्वारा यह सुनिश्चित करेगा कि विनिर्माण परिसरों पर पर्याप्त नियंत्रण का प्रयोग किया जाता है : तथा (ii) उपनियम (2) के खंड (ग)

के अधीन आने वाले एककों द्वारा विनिर्भृत वस्तुओं का नियंत्रित करने वाले नियान कर्ता की दशा में, प्रेषण कुरारों का निरीक्षण यह सुनिश्चित करते हें किंचार से करेगा कि उन्नादन इस प्रयोग के लिए मान्य विनिर्देशों के प्रतुल्य है।

(ज) (i) निरीक्षण का मानकित के पश्चात् अभिकरण तुरन्त परेषण के पैकेजों को इस ढंग से पैक करेगा कि यह मुनिकेष्ट हो जाए कि योजनावृद्धि पैकेजों में, हल्तेशप न किया जा रहे।

(ii) परेषण अस्वीकृत हो जाने की दशा में, यदि नियंत्रित कर्ता जारी नी अभिकरण परेषण को मुद्राबद्द नहीं करेगा।

(iii) किन्तु ऐसे मामलों में, नियंत्रित कर्ता अस्वीकृति के विषद्ध अपील करते का हकदार नहीं होगा।

(ज) यदि अभिकरण का यह मामाधान हो जाता है कि प्रेषण कुरार ना परेषण इन नियमों के अधीन उपेक्षाओं के प्रतुल्य है तो वह निरीक्षण की मानकित से गान विन के भीतर नियंत्रित कर्ता को यह धोषणा करते हुए प्रमाणान्व जारी करेगा कि परेषण नियंत्रित योग्य है :

परन्तु जहां अभिकरण का इस प्रकार मामाधान नहीं हो पाया वही वह उत्तन मात्र दिन की अवधि के भीतर उसके विए कारणों की सूचना देने हुए अस्वीकृति पत्र आरी करेगा।

(झ) अभिकरण जब भी और जहां अपेक्षा करे 'नियंत्रित कर्ता' निरीक्षण तथा परीक्षण के लिए परेषण में से प्रेषण कुरार के नियुक्त नमूने देंगा। किन्तु ऐसे नमूने कार्य हो जाने के पश्चात् अभिकरण द्वारा लौप विए जाएंगे।

4. मान्य चिन्ह चिपकाना तथा उसकी प्रक्रिया :- भारतीय मानक संस्थान (प्रमाणीकरण चिन्ह) अधिनियम, 1952 (1952 का 36 भारतीय मानक संस्थान (प्रमाणीकरण चिन्ह) नियम, 1955 तथा भारतीय मानक संस्थान (प्रमाणीकरण चिन्ह) विनियम, 1955 के उपर्याप्त प्रेषण कुरारों पर नियंत्रित से पूर्ण मुद्रा लगाने था मान्य चिन्ह चिपकाने की प्रक्रिया के संबंध में यथा संभव लागू होने तथा इस प्रकार चिन्हित प्रेषण कुरार नियम 3 के प्रस्ताव दिसी भी निरीक्षण के अधीन नहीं होंगे।

5. निरीक्षण स्थान :- इन नियमों के अधीन निरीक्षण विनिर्माण के या अन्य परिसरों पर किया जाएगा जहां परीक्षण तथा निरीक्षण के लिए पर्याप्त सुविधाएं उपलब्ध हैं।

6. निरीक्षण गुण : नियंत्रित कर्ता अभिकरण को निरीक्षण फीस विनियिष्ट रूप में देगा:-

(क) स्वयं प्रमाणीकरण योजना के अधीन एककों के लिए :- 5 लाख रुपए प्रतिवर्ष से कम के नियंत्रित के लिए, 1,000 रु. प्रतिवर्ष 5 से 25 लाख रुपए प्रतिवर्ष तक के नियंत्रित के लिए, 2,500 रुपए प्रतिवर्ष 25 से 50 लाख रुपए प्रतिवर्ष तक के नियंत्रित के लिए, 5,000 रुपए प्रतिवर्ष 50 से 100 लाख रुपए प्रतिवर्ष तक के नियंत्रित के लिए 10,000 रुपए प्रतिवर्ष ।

100 लाख रुपए प्रतिवर्ष से अधिक के नियंत्रित के लिए 20,000 रुपए प्रतिवर्ष ।

(ख) प्रक्रियागत क्वालिटी नियंत्रण योजना के अधीन एककों के लिए :- प्रत्येक परेषण के लिए पोत पर्याप्त निःशुल्क मूल्य के प्रत्येक एक सी रुपए के लिए बीम वैसी की दर से किन्तु एक सी रुपए से कम नहीं।

(ग) परेषण के अनुसार निरीक्षण योजना के अधीन एककों के लिए प्रत्येक परेषण के लिए, पोत पर्याप्त निःशुल्क मूल्य के प्रत्येक एक सी रुपए के लिए पर्याप्त वैसी की दर से किन्तु एक सी रुपए से कम नहीं।

**MINISTRY OF COMMERCE, CIVIL SUPPLIES AND
COOPERATION**
(Department of Commerce)

ORDER

New Delhi, the 2nd June, 1979

S.O. 1789.—Whereas the Central Government is of opinion that it is necessary and expedient so to do for the development of the export trade of India and that in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) Pressure Cookers shall be subject to quality control and inspection prior to export;

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule and in supersession of notification of the Government of India in the Ministry of Commerce No. S.O. 2304 dated the 16th July, 1977 the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposals may forward the same within forty five days of the date of publication of this order in the Gazette of India, to the Export Inspection Council, 14/1B, Ezra Street, Calcutta-1.

PROPOSALS

(1) To notify that pressure cookers shall be subject to quality control and inspection, prior to export;

(2) To specify the type of quality control and inspection in accordance with the draft Export of Pressure Cookers (Quality Control and Inspection) Rules, 1979 set out in Annexure I to this order as the type of quality control and inspection, which shall be applied to such pressure cookers prior to export;

(3) To recognise

(a) the relevant Indian standard specifications or any other national standard specifications;

(b) the specifications which do not fall under clause (a) above but are approved by a panel of experts appointed by the Export Inspection Council for the purpose of examining and approving such standards declared by the exporter as contractual specifications as the standard specifications for pressure cookers;

(4) To prohibit the export in the course of international trade of such pressure cookers unless the same are accompanied by a certificate issued by any one of the agencies recognised or established by the Central Government under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that the pressure cookers satisfy the conditions relating to quality control and inspection and are exportworthy or carry a mark or seal recognised by the Central Government under section 8 of the said Act;

2. Nothing in this order shall apply to the export by land, sea or air of bonafide samples of pressure cookers to prospective buyers, the f.o.b. value of which does not exceed rupees one hundred and twenty five.

3. In this order, "pressure cookers" shall mean any pressure cooking vessel of capacity from 4 litres upto and including 22 litres for use with external heat sources capable of maintaining working steam pressure of 1.0 kgf/cm².

ANNEXURE-I

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963)

1. Short title and commencement.—(1) These rules may be called Export of Pressure Cookers (Quality Control and Inspection) Rules, 1979.

(2) They shall come into force on

2. Definitions.—In these rules, unless the context otherwise requires :—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "agency" means any of the agencies established at Bombay, Calcutta, Cochin, Delhi and Madras or any other organization recognised by the Central Government under section 7 of the Act;

(c) "pressure cooker" means any pressure cooking vessel of capacity from 4 litres upto and including 22 litres for use with external heat sources capable of maintaining working steam pressure of 1.0 kgf/cm².

3. Basis and procedure for inspection.—(1) The inspection shall be carried out with a view to ensuring that pressure cookers intended for export, have been produced by exercising the levels of control specified in Annexure II or Annexure III the quality of the same conforms to the specifications recognised by the Central Government under section 6 of the Act.

(2) Any one of the following schemes of inspection shall be adopted for pressure cookers; namely :—

(a) Self-Certification.—(i) Any manufacturing unit fulfilling the norms listed in Annexure II shall apply to the Regional Office of Export Inspection Council, Aman Chambers (4th Floor), 113, M. Karve Road, Bombay-400004.

(ii) Any one of the panels appointed by the Council shall visit such unit and assess as to whether effective quality assurance system is operating satisfactorily.

(iii) The units that are approved by the panel shall be recognised under section 7 of the Act, enabling them to issue certificates of exportworthiness for their export consignments.

(iv) Such recognition shall be valid for a period of one year, and shall be renewed thereafter based on the continuance of the effective quality assurance system.

Provided that if the Central Government is of opinion that any recognition granted to any manufacturing unit should, in the public interest, be withdrawn, the Central Government may, after giving a reasonable opportunity to that unit, withdraw the recognition under section 7 of the Act.

(b) In process quality control.—(i) Any manufacturing unit having adequate in process quality control as per Annexure III shall apply to the nearest office of the Council, given below :—

Export Inspection Council,
14/1B, Ezra Street,
Calcutta-700001.
Regional offices :—

1. Export Inspection Council,
Aman Chambers, 4th floor,
113, Mahatma Karve Road,
Bombay-400004.

2. Export Inspection Council,
Manohar Building,
Mahatma Gandhi Road,
Ernakulam,
Cochin-682011.

3. Export Inspection Council,
Municipal Market Building,
3, Saraswati Marg,
Karol Bagh,
New Delhi-110005.

(ii) Export Inspection Council shall then arrange a visit to the manufacturing unit and assess as to whether an effective inprocess quality control system is operating satisfactorily.

(c) Consignmentwise inspection : Any manufacturing unit not satisfying the requirements specified in clauses (a) and (b) shall offer to any agency their export consignments for inspection which shall be done to ensure that the products manufactured by it conforms to the specification recognised by Central Government under section 6 of the Act.

(3) The following procedure shall be followed for inspection and certification of pressure cookers, namely :—

(a) Any manufacturing unit recognised under self-certification scheme under clause (a) of sub-rule (2), shall issue certificate of exportworthiness for export consignments, manufactured by it.

(b) (i) Any exporter (other than those manufacturing units recognised under self-certification scheme) intending to export pressure cookers, shall give intimation in writing of his intention so to do and submit along with such intimation a declaration of the specifications giving details of all technical characteristics as stipulated in the export contract relating to such export, to any one of the agencies to enable it to carry out inspection in accordance with clause (b) or clause (c) of sub-rule (2).

(ii) He shall at the same time endorse a copy of such intimation for inspection the office of the Council nearest to the office of the agency.

(c) For export of products manufactured by units approved under clause (b) of sub-rule (2) the exporter shall also submit along with such intimations a declaration that the pressure cookers intended for export has been manufactured by exercising quality control as laid down in Annexure III and that the consignment conforms to the requirements of the specifications recognised for this purpose.

(d) Every intimation and declaration under clauses (b) or clause (c) shall reach the office of the agency and the Council not less than two weeks prior to the despatch of the consignment from the manufacturer's premises.

(e) The exporter shall also furnish to the agency the identification marks applied on the consignment.

(f) On receipt of the intimation and declaration under clauses (b) or clause (c), the agency ;

(i) in the case of an exporter exporting products manufactured by units approved under clause (b) of sub-rule (2) on satisfying itself that during the process of manufacture the unit, has exercised adequate quality control as provided under Annexure-III and followed the instructions, if any, issued by the Council in this regard, shall within three days issue a certificate declaring the consignment of pressure cookers as exportworthy. However, the agency shall, ensure through periodic inspections that adequate controls are exercised at the manufacturing premises, and

(ii) in case of exporter exporting products manufactured by units falling under clause (c) sub-rule (2) shall carry out inspection of pressure cookers with a view to ensuring that the products conforms to the specifications recognised for the purpose.

(g)(i) After completion of inspection, the agency shall immediately seal packages in the consignment in a manner so as to ensure that the sealed packages cannot be tampered with.

(ii) In case of rejection of a consignment, if the exporter so desires, the consignment may not be sealed by the agency.

(iii) In such cases, however, the exporter shall not be entitled to prefer any appeal against the rejection.

(h) If the agency is satisfied that the consignment of pressure cookers complies with the requirement under these rules it shall, within seven days of completion

of inspection issue a certificate to the exporter declaring that the consignment is exportworthy :

Provided that where the agency is not so satisfied, it shall within the said period of seven days issue rejection letter communicating the reasons therefor.

(i) As and when required by the agency, the exporter shall supply free of charge for inspection and testing samples of pressure cookers from export consignment. Such samples shall however, be returned by the agency after done with.

4. Affixation of recognised mark and procedure thereof.—The provisions of the Indian Standard Institution (Certification Marks) Act, 1952 (36 of 1952), the Indian Standards Institution (Certification Marks) Rules, 1955 and the Indian Standard Institution (Certification Marks) Regulations, 1955 shall so far as may apply in relation to the procedure of affixation of the recognised marks or seal on pressure cookers prior to export and pressure cookers so marked shall not be subjected to any inspection under rule 3.

5. Place of Inspection : Inspection under these rules shall be carried out at the manufacturing or other premises where adequate testing and inspection facilities are available.

6. Inspection fee : Inspection fee shall be paid by the exporter to the agency as under :

(a) for unit under self-certification scheme :
 Rs. 1,000 per annum for exports of less than Rs. 5 lakhs per annum.
 Rs. 2,500 per annum for exports of over Rs. 5 to 25 lakhs per annum.
 Rs. 5,000 per annum for exports of over Rs. 25 to 50 lakhs per annum.
 Rs. 10,000 per annum for exports of over Rs. 50 to 100 lakhs per annum.
 Rs. 20,000 per annum for exports exceeding Rs. 100 lakhs per annum.

(b) For units under inprocess quality control scheme :
 At the rate of twenty paise for every hundred rupees of f.o.b. value subject to a minimum of rupees hundred only for each consignment.

(c) For units under consignmentwise inspection scheme :
 At the rate of fifty paise for every hundred rupees of f.o.b. value subject to a minimum of rupees hundred only for each consignment.

7. Appeal.—(1) Any person aggrieved by the refusal of the agency to issue a certificate under rule 3 may within ten days of the receipt of the communication of such refusal by him, prefer an appeal to a panel of experts, consisting of not less than three persons that may be constituted by the Central Government.

(2) The panel shall consist of at least two-third of non-officials of the total memberships of the panel of experts.

(3) The quorum for the panel shall be three.

(4) The appeal shall be disposed of within fifteen days of its receipt.

ANNEXURE II

(See rule 3)

NORMS OF SELF-CERTIFICATION

(i) The unit should have an effective and comprehensive quality control set up covering all operations.

(ii) The quality control set up should be headed by a competent technical person at a senior level and he should not be reporting to an officer who is in charge of production.

(iii) The unit should have detailed company standards not only for its products but also for the entire range of raw materials and components that are bought out. Such company standards should not be lower in quality to that of the relevant Indian Standard Specifications.

(iv) The unit must have its own facilities for routine and acceptance tests and to the extent possible, type tests as well. Further the unit should have necessary equipment for exercis-

ing an effective metrological control over the guages used by them.

(v) The unit should have a clearly laid down scheme of testing and inspection indicating the characteristics to be tested and the frequency of testing to ensure conformity of its production to the standard specifications. The existence of a scheme of testing alone would not be sufficient but the unit should be able to convince an independent panel about its efficacy.

(vi) The goods to be exported and to be certified under self-certification should conform to the relevant Indian Standard or any other recognised national standard.

(vii) The unit should have a record of continuous consumer satisfaction in India and in the overseas markets for a minimum period of 3 years. Incidents of complaints of design, manufacture and packaging should be minimum and in the event of any such complaint the unit should have taken effective and positive measures of improvement and ensured customer satisfaction.

(viii) In the case of direct exports by ancillary units, who are also supplying to O.E. manufacturers in India there should be a consistent record of quality supplies to them for a minimum period of 3 years.

(ix) Apart from the norms prescribed above the unit will also be required to have the stipulated in process control.

ANNEXURE III

(See rule 3)

Inprocess Quality Control.—The quality of the pressure cooker intended for export shall be ensured by the manufacturer by effecting the following controls at different stages of manufacture.

1. Bought out materials and components control:

- (a) Purchase specifications shall be laid down by the manufacturer incorporating the properties of materials or components to be used and the detailed dimensions thereof with tolerances.
- (b) The accepted consignments shall be either accompanied by a producer's test certificate corroborating the requirement of the purchase specifications or in the absence of such test certificates, samples from each consignment shall be regularly tested to check up its conformity to the purchase specifications. The producer's test certificate shall be counter-checked at least once in five consignments to verify the correctness.
- (c) The incoming consignments shall be inspected and tested for ensuring conformity to purchase specifications against statistical sampling plans.
- (d) After the inspection or test is carried out, systematic methods shall be adopted in segregating the accepted and rejected materials or components and in disposal of rejected materials or components.
- (e) Adequate records in respect of the above mentioned controls shall be systematically maintained.

2. Process Control.—(a) Detailed process specifications shall be laid down by the manufacturers for various processes of manufacture.

(b) Equipment or instrumentation facilities shall be adequate to control the processes as laid down in the process specifications.

(c) Adequate records shall be maintained to enable the verification of the controls exercised during the process of manufacture.

3. Product Control.—(a) The manufacturer shall either have his own testing facilities or shall have access to such testing facilities existing elsewhere to test the product as per the standard specification. Adequate records thereof shall be maintained.

(b) Sampling (Wherever required) for testing shall be based on a recorded investigation.

(c) Each and every assembly shall be checked against a laid down inspection check list.

4. Metrological Control.—(a) Gauges and instruments used in the production and inspection shall be periodically checked or calibrated and records shall be maintained in the form of history cards.

5. Preservation Control.—(a) A detailed specification shall be laid down by the manufacturer to safeguard the product from adverse effects of weather conditions.

(b) The product shall be well preserved both during storage and during transit.

6. Packing Control.—A specification shall be laid down for packing the aforesaid products.

[No. 6(37)/76-EI&EP]

C. B. KUKRETI, Jt. Director.

उद्योग मंत्रालय

(भारी उद्योग विभाग)

नई विल्सो, 14 मई, 1979

का० घा० 1790:—केन्द्रीय सरकार ने, भारत के राजपत्र, भा० 2, खण्ड 3, उपखण्ड (ii) नारीख 5 मार्च, 1977 में प्रकाशित भारत सरकार के उद्योग मंत्रालय (भारी उद्योग विभाग) की अधिसूचना सं० का० घा० 704, नारीख 29 जनवरी, 1977 द्वारा श्री एस० श्री० सरकार मंत्रिव, वर्तं स्टेन्डर्ड कम्पनी लिमिटेड, कलकत्ता की सरकारी स्थान (प्राधिकृत अधिभोगियों की बे अधीक्षित अधिनियम, 1971 (1971 का 40) के प्रयोजनों के लिए वर्तं स्टेन्डर्ड कम्पनी लिमिटेड, कलकत्ता (वर्तं एण्ड कम्पनी लिमिटेड और इण्डियन स्टैण्डर्ड वैगन कम्पनी लिमिटेड के भूत्युक्त उपकरणों के कारबाहों और नियमों से भिन्न क्षेत्र) के सरकारी स्थानों की बाबत उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करने के लिए सम्पदा अधिकारी नियुक्त किया है;

और केन्द्रीय सरकार ने सरकारी स्थान (प्राधिकृत अधिभोगियों की बे अधीक्षित अधिनियम, 1971 (1971 का 40) की द्वारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, भारत के राजपत्र, भा० 2, खण्ड 3, उपखण्ड (ii) नारीख 15 अप्रैल, 1978 में प्रकाशित भारत सरकार के उद्योग मंत्रालय (भारी उद्योग विभाग) की अधिसूचना सं० का० घा० 1052, नारीख 18 फरवरी, 1978 द्वारा, उक्त पूर्ववर्ती अधिसूचना सं० का० घा० 704 नारीख 29 जनवरी, 1977 में श्री एस० एन० श्रीवास, मुख्य भागत और प्रबंध नेत्रापाल, वर्तं स्टेन्डर्ड कम्पनी लिमिटेड, कलकत्ता के स्थान पर उक्त कम्पनी के संविध श्री एस० श्री० सरकार को विसुल कर के संशोधन किया है, जो उक्त अधिसूचना सं० का० घा० 704 नारीख 29 जनवरी, 1977 से संवलन सारणी के संभ 2 में विनिर्दिष्ट प्रवर्ग के सरकारी स्थानों की बाबत संपदा अधिकारी को प्रदत्त अधिकारों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा;

और भारत गवर्नर के राजपत्र, भा० 2, खण्ड 3, उपखण्ड (ii) में कमान: नारीख 5 मार्च, 1977 और 15 अप्रैल, 1978 का प्रकाशित अधिसूचना सं० 1052 नारीख 18 फरवरी, 1978 द्वारा समांसोधित अधिसूचना सं० का० घा० 704 नारीख 29 फरवरी, 1977 में और संशोधन करना सीधीकृत और प्रयोगकृत हो गया है।

अतः, प्रबंध, केन्द्रीय सरकार, सरकारी स्थान (प्राधिकृत अधिभोगियों की बे अधीक्षित अधिनियम, 1971 (1971 का 40) की द्वारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, भारत के राजपत्र, भा० 2, खण्ड 3, उपखण्ड (ii) में कमान: नारीख 5 मार्च, 1977 और 15 अप्रैल, 1978 द्वारा प्रकाशित अधिसूचना म० का० घा० 1052 नारीख 18 फरवरी, 1978 द्वारा समांसोधित अधिसूचना सं० का० घा० 704 नारीख 29 फरवरी, 1977 में और संशोधन करना सीधीकृत प्रयोगकृत अधिसूचना सं० का० घा० 704

तारंत्र 29 जनवरी, 1977 में संवन्ध मार्गी में [निमिट्टिक्रत और संशोधन अधिकारी है, अर्यात्]

उक्त मार्गी के स्तंभ (1) और (2) के स्थान पर निमिट्टिक्रित रखा जाएगा, अर्थात्—

सारणी

अधिकारी का पदनाम	सरकारी स्थान का प्रवर्ग और अधिकारिता की स्थानीय सीमाएँ
(1)	(2)
1. श्री एन० एन० धोपाल, गुजरात (लाल बने स्टैण्डर्ड कम्पनी लिमिटेड का और प्रब्रह्म लेन्सेजल), बने स्टैण्डर्ड कम्पनी लिमिटेड, कलकत्ता	पश्चिम राज्य में ब्लाक "ए" पहली मंजिल, 14 अर्लिंग्हर एवेन्यू, कलकत्ता-27
2. श्री एम० ए० चक्रार्थ, भवित्व, कलकत्ता	मंजिल, 14 अर्लिंग्हर एवेन्यू, कलकत्ता-27 में भिन्न बने स्टैण्डर्ड कम्पनी लिमिटेड के अन्य परिसर।

[एक० म० 3(11)/77/एचएम-III]
पी०वी० राव, निदेशक

MINISTRY OF INDUSTRY

(Department of Heavy Industry)

New Delhi, the 14th May, 1979

S.O. 1790.—Whereas by the Notification of the Government of India, in the Ministry of Industry (Department of Heavy Industry) No. S.O. 704 dated 29th January, 1977 published in the Gazette of India, Part II—Section 3—Sub-Section (ii) dated 5th March, 1977, the Central Government appointed Shri S. B. Sarkar, Secretary, Burn Standard Company Ltd. Calcutta to be an Estate Officer for the purposes of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) for exercising the powers conferred and performing the duties imposed on the Estate Officers by or under the said Act in respect of the public premises belonging to Burn Standard Company Limited (erstwhile undertakings of the Burn and Company Limited and the Indian Standard Wagon Company Limited other than the area of the factories buildings);

And whereas by the Notification of the Government of India in the Ministry of Industry (Department of Heavy Industry) No. S.O. 1052 dated 18th February, 1978 published in the Gazette of India Part II-Section 3-Sub-Section (ii) dated 15th April, 1978, the Central Government in exercise of powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) amended the said earlier notification No. S.O. 704 dated 29th January, 1977 by replacing Shri S. N. Ghoshal, Chief (Costs & Management Accounts) Burn Standard Company Limited, Calcutta, vice Shri S. B. Sarkar, Secretary, of the said Company for exercising the powers conferred and performing the duties imposed on the Estate Officers in respect of the categories of public premises specified in the Column 2 of the Table appended to the said Notification No. S.O. 704 dated 29th January, 1977;

And whereas it has become expedient and necessary to amend further the said Notification No. S.O. 704 dated 29th January, 1977 as amended by the Notification No. S.O. 1052 dated 18th February, 1978 both published in the Gazette of India Part II, Section 3-Sub-section (ii) dated 5th March, 1977 and 15th April, 1978 respectively.

Now, therefore, in exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following further amendments in the Table appended to the said Notification No. S.O. 704 dated 29th

January, 1977 as amended by the Notification No. S.O. 1052 dated 18th February, 1978, published in the Gazette of India, Part-II-Section 3-Sub-section (ii), dated 5th March, 1977 and 15th April, 1978 respectively namely :—

The columns (1) and (2) of the said Table shall be substituted with the following :—

TABLE

Designation of the officer	Categories of Public Premises & local limits of jurisdiction
1. Shri S.N. Ghoshal, Chief (Cost & Management Accounts), Burn Standard Company Limited, Calcutta.	Premises No. Block 'A' Ground floor, 14, Alipore Avenue, Calcutta-27 belonging to the Burn Standard Company Limited.
2. Shri S.B. Sarkar, Secretary, Burn Standard Company Ltd. Calcutta.	Premises belonging to Burn Standard Company Ltd., other than the area of the factory building save and except the premises No. Block 'A' Ground Floor, 14, Alipore Avenue, Calcutta-27.

[File No. 3(11)/77/HM-III]

P.V. RAO, Director.

(ओर्डोनेशन विकास विभाग)

नई दिल्ली, 17 मई, 1979

का० ए० 1791—केन्द्रीय रेशम बोर्ड मधिनियम, 1948 (1948 का 61) दो वारा 4 की उप-वारा 3 के खंड (क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा श्री बी० बसाविया की 9 प्रतील, 1979 से दोनों वर्षों की अवधि के लिए केन्द्रीय रेशम बोर्ड के प्रधान के पद पर नियुक्त करती है।

[एक० म० 25012/19/78 सिल्क]

एम० वेणुगोपालन, निदेशक

(Department of Industrial Development)

New Delhi, the 17th May, 1979

S.O. 1791.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948) the Central Government hereby appoints Shri B. Basavaiah, to serve as Chairman of the Central Silk Board for a period of three years, with effect from 9th April, 1979.

[F. No. 25012/19/78-Silk]

S. VENUGOPALAN, Director

नई दिल्ली, 19 मई, 1979

का० ए० 1792—केन्द्रीय सरकार, रेशम एण्ड क्रेवेन आफ इंडिया (प्राइवेट) लिमिटेड (उपकरणों का प्रज्ञन और प्रत्यरोग) मधिनियम, 1977 (1977 का 42) की वारा 30 वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है, अर्थात्—

1. मंजिल नाम, और प्रारंभ :—(1) इन नियमों का नाम ये ग्राम एण्ड क्रेवेन आफ इंडिया (प्राइवेट) लिमिटेड उपकरणों का प्रज्ञन और प्रत्यरोग नियम, 1979 है।

(2) ये राजपत्र में प्रकाशित भी नारीब का प्रयोग होगा।

2. ये ग्राम एण्ड क्रेवेन आफ इंडिया (प्राइवेट) लिमिटेड (उपकरणों का प्रज्ञन और प्रत्यरोग) नियम, 1977 के नियम 3 के परन्तु भी “तो आवृक्षणीय विन की और प्रवासी के भावाव” शब्दों के स्थान पर, “तो आवृक्षणीय कारणों को निष्पत्ति करते के पश्चात्, तीस दिन की अतिरिक्त अवधि के भीतर” शब्द रखे जाएंगे।

[एक० का० 2(1)/78-एचएम-III]

मार० हृष्णासामी, संयुक्त सचिव

New Delhi, the 19th May, 1979

S.O. 1792.—In exercise of the powers conferred by section 30 of the Gresham and Craven of India (Private) Limited (Acquisition and Transfer of Undertakings) Act, 1977, the Central Government hereby amends the following rules, namely:—

1. Short title and commencement.—(1) These rules may be called Gresham and Craven of India (Private) Limited (Acquisition and Transfer of Undertakings) Amendment Rules, 1979.

(2) They shall come into force on the date of their publication in the Official Gazette.

(3) In the proviso to rule 3 of the Gresham and Craven of India (Private) Limited (Acquisition and Transfer of Undertakings) Rules, 1977, after the words "he may", the words "after recording reasons in writing" shall be inserted.

[File No. 2(1)/78/HM-JII]

R. KRISHNASWAMY, Joint Secy.

New Delhi, the 22nd May, 1979

CORRIGENDUM

S.O. 1793.—In the notification of Government of India, in the Ministry of Industry (Department of Industrial Development) Order No. S.O. 103(E) dated 20th February, 1979 published in Sub-section (ii) of section 3, in Part II of the Gazette of India Extraordinary on 20th February, 1979 at page 182, in para 1(1) of the Order, for "Textiles (Cotton)", read "Textiles (Control)".

[File No. 7/29/78-CTM]

G. V. SUBRAMANYAM, Under Secy.

विवेश मंत्रालय

(कोसली अनुसूचा)

नई दिल्ली, 9 मई, 1979

का० आ० 1794.—राजनयिक एवं कोसली अधिकारी (शपथ एवं शुल्क) 1948 (1948 का 41वाँ) की धारा 2 के बंड (क) के अनुपालन में केन्द्र सरकार, इसके द्वारा भारत के प्रधान कोसलावास फैसले में सहायक, श्री बी० आर० चावला को तत्काल से कोसली एजेंट का कार्य करने के लिए प्राप्ति करती है।

[एफ० दं० दी 4330/1/79]

MINISTRY OF EXTERNAL AFFAIRS

(Consular Section)

New Delhi, the 9th May, 1979

S.O. 1794.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri B. R. Chawla, Assistant in the Consulate General of India, Frankfurt, to perform the duties of Consular Agent with immediate effect.

[F. No. T. 4330/1/79]

नई दिल्ली, 18 मई, 1979

का० आ० 1795.—राजनयिक एवं कोसली अधिकारी (शपथ एवं शुल्क) 1948 (1948 का 41वाँ) की धारा 2 के बंड (क) के अनुपालन में केन्द्र सरकार, इसके द्वारा भारत के राजदूतावास, दिल्ली में विदिष निजी सहायक/अनाशे श्री गम चण्ण को तत्काल से कोसली एजेंट का कार्य करने के लिए प्राप्ति करती है।

[सं० दी 4330/1/79]

जै० हजारा०, प्रवर संचित

New Delhi, the 18th May, 1979

S.O. 1795.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Ram Charan, Senior PA/attaché in the Embassy of India, Athens to perform the duties of a Consular Agent, with immediate effect.

[No. T-4330/1/79]

J. HAZARI, Under Secy.

पेट्रोलियम, रसायन और उद्योग मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 4 मई, 1979

का० आ० 1796.—यत् इन गंभीर अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारी का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की प्रधिकृता द्वारा इन्डियन शायल कार्पोरेशन लिमिटेड के सिये गुजरात राज्य के सनाया से उत्तर प्रदेश में मध्यग तक और गुजरात राज्य में विमानगम से गुजरात योद्धनगामा कोयला तक पेट्रोलियम के परिवहन के लिये उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर दिया गया है।

और यत् इन्डियन शायल कार्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के अधृत (1) में निर्दिष्ट प्राक्रिया को अनुसूची में निर्दिष्ट गैरि के नाम के सामने विकारी गया तथा निधि से पर्यवर्तित कर दिया है।

अब यत् पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के प्रधिकारी का अर्जन) नियमावधी 1963 के नियम 4 के अधीन, सक्षम प्रधिकारी उक्त तिथि ऊपर निर्दिष्ट संक्रिया पर्यवर्तन के रूप में एन्ड्रारा प्रधिकृति करते हैं।

अनुसूची

व्यधन क्षेत्र सनाया से मध्यरा: पाइपलाइन संक्रिया पर्यवर्तन

मंत्रालय का नाम	गैरि	का० आ० भारत के सं०	राजपत्र में वसान की प्रकाशन दी निधि
पेट्रोलियम रसायन (1) आनन्द पार और उद्योग	682 4083	1-3-75 20-9-75	2-8-78
मंत्रालय (पेट्रोलियम विभाग)			

[सं० 12020/2/79-प्रो-०-१]

MINISTRY OF PETROLEUM, CHEMICALS AND FERTILISERS

(Petroleum Department)

New Delhi, the 4th May, 1979

S.O. 1796.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of user in land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State

to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in land) Rules, 1963 the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	(1) Anandpur	682	1-3-75	2-8-78
		4083	20-9-75	

[No. 12020/2/79-Prod-I]

का० आ० 1797 —यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का प्राप्ति) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ओयल कॉर्पोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मधुरा तक और गुजरात राज्य में विरसाम से गुजरात शोधनसाला कोयली तक पेट्रोलियम के परिवहन के लिये उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार प्राप्ति कर लिया गया है।

और यतः इण्डियन ओयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के लिए (1) में निर्दिष्ट प्रक्रिया को अनुसूची में निर्दिष्ट गाँव के नाम के सामने दिलाई गई तिथि से पर्यवधित कर दिया है।

अब, अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का प्राप्ति) नियमावली, 1963 के नियम 4 के अधीन, सभी प्राधिकारी उक्त तिथि को ऊपर निर्दिष्ट संक्रिया पर्यवधान के रूप में एन्ट्रू द्वारा अधिसूचित करते हैं।

अनुसूची

व्याप्ति अन्त सलाया से मधुरा तक पाइपलाइन संक्रिया पर्यवधान

संक्रिया का नाम	गाँव	का०आ०	भारत के संक्रिया पर्यवधान में राजपत्र में तिथि	भारत के संक्रिया पर्यवधान की तिथि
पेट्रोलियम, रासायन और उत्कर्मक मंत्रालय	(1) बुन्दा	965	29-3-75	29-6-78
		3055	13-9-75	
उत्कर्मक मंत्रालय	(2) रंगपुर	“	“	“
(पेट्रोलियम विभाग)	(3) मेसारिया	965	29-3-75	“
	(4) वेंवाव	“	“	30-5-78
	(5) जानीदा	“	“	18-5-78

[सं० 12020/2/79-प्र०-II]

S.O. 1797.—Whereas by the notification of Government of India as shown in the schedule appended hereunto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended the retro for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S. O. No.	Date of publication in the Gazette of India	Date of Termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	(1) Vasundra	965	29-3-75	29-6-78
		3055	13-9-75	
Fertilisers (2) Rangpur		“	“	“
(Petroleum (3) Mesaria		965	29-3-75	“
Department) (4) Venkavad		965	29-3-75	30-5-78
	(5) Jalida	965	29-3-75	18-5-78

[No. 12020/2/79-Prod-II]

का० आ० 1798.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का प्राप्ति) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ओयल कॉर्पोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मधुरा तक और गुजरात राज्य में विरसाम से गुजरात शोधनसाला कोयली तक पेट्रोलियम के परिवहन के लिये उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार प्राप्ति कर लिया गया है।

और यतः इण्डियन ओयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के लिए (1) में निर्दिष्ट प्रक्रिया को अनुसूचित में निर्दिष्ट गाँव के नाम के सामने दिलाई गई तिथि से पर्यवधित कर दिया है।

अब, अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का प्राप्ति) नियमावली, 1963 के नियम 4 के अधीन, सभी प्राधिकारी उक्त तिथि को ऊपर निर्दिष्ट संक्रिया पर्यवधान के रूप में एन्ट्रू द्वारा अधिसूचित करते हैं।

अनुसूची

शासन भेद भवाया से मध्य वाहनाईन संकिया पर्यवेक्षन

मंत्रालय का नाम	गांव	कांगड़ा० भारत के संकिया पर्यवेक्षन की वर्तमान की विधि
पेट्रोलियम, रसायन (१) सनोसरा	1545 } 17-5-75 } 5-5-78	
और उत्तरक	3062 } 13-9-75 }	
मन्त्रालय (२) राजगढ़	1045 17-5-75	5-5-78
(पेट्रोलियम (३) नगलपार	1545 17-5-75 } 5-5-78	
विभाग)	3062 13-9-75 }	
(४) खीजाड़िया	1545 17-5-75	5-5-78

[सं० 12020/2/79-प्र० III]

S.O. 1798.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause(i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the nation Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	1. Sanosara.	1545 } 3062 }	17-5-75 } 13-9-75	5-5-78 5-5-78
	2. Rajgadh	1545	17-5-75	5-5-78
	3. Nagalpar	1545 } 3062 }	17-5-75 } 13-9-75	5-5-78 5-5-78
	4. Khijadia	1545	17-5-75	5-5-78

[No. 12020/2/79-Prod-III]

S.O. 1799.—यतः; इस संलग्न अनुसूची में विनिविष्ट और पेट्रोलियम और रसायन पाइपलाईन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (१) के अधीन भारत सरकार अधिसूचना द्वारा इनियत औपचारिक विनियोग के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मध्य तक और गुजरात राज्य में विनियोग से गुजरात शोधनालय कोपर्कों तक पेट्रोलियम के परिवहन के लिये उग संलग्न अनुसूची में विनिविष्ट भूमियों के उपयोग का अधिकार अर्जित कर दिया गया है।

प्रीर यतः; इनियत औपचारिक विनियोग ने उक्त प्रतिनियम की धारा २ की उपधारा (१) के छण्ड (१) में नियित प्रक्रिया को अनुसूची में निर्दिष्ट गांव के नाम के सामने दिखाई गयी विधि से पर्यावरण कर दिया है।

अब अतः पेट्रोलियम और रसायन पाइपलाईन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली, 1963 के नियम ४ के अधीन, सभी प्राधिकारी उक्त विधि को उपर निर्विष्ट संकिया पर्यवेक्षन के रूप में एतद्वाग अधिसूचित करने हैं।

अनुसूची

शासन भेद भवाया से मध्य तक पाइपलाईन संकिया पर्यवेक्षन

मंत्रालय का नाम	गांव	कांगड़ा० भारत के गांवपत्र में वासन की प्रकाशन की विधि
पेट्रोलियम (१) बर्दी	2204	12-7-75 23-6-78
रसायन और (२) दूनगरका	2204	12-7-75 28-8-78
उद्योग मंत्रालय (३) मोटा रामपुर	2204	12-7-75 10-7-78
(पेट्रोलियम (४) पासारी	2204	12-7-75 19-6-78
(विभाग) (५) बोर्डी बोर्डी	2204	12-7-75 14-6-78
	2204	12-7-75 28-8-78
(७) तनी चनोल	2204	12-7-75 14-6-78
(८) मोर्ता चनोल	2204	12-7-75 12-6-68
(९) हंदमानिया	2204 } 4283 } 4-10-75	12-7-75 22-6-78

[सं० 12020/2/79-प्र० IV]

S.O. 1799.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And Whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause(i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	(1) Baghi	2204	12-7-75	23-6-78
	(2) Dungerkar	2204	12-7-75	28-8-78
	(3) Mota Rampar	2204	12-7-75	10-7-78
	(4) Paddhari	2204	12-7-75	19-6-78
	(5) Bodighodi	2204	12-7-75	14-6-78
	(6) Vanpari	2204	12-7-75	28-8-78
	(7) Nani Chanol	2204	12-7-75	14-6-78
	(8) Moti Chanol	2204	12-7-75	12-6-78
	(9) Hadmatia	2204	12-7-75	22-6-78
[No. 12020/2/79-Prod. IV]				

का० शा० 1800 गत इस संतरन अनुसूची में विनियिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का प्रत्येक) प्राप्तिनियम 1962 की धारा 6 की उपधारा (3) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इनियिट आयल कोर्पोरेशन निमिटेड के लिये गुजरात राज्य के गलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरामगाम से गुजरात गोपनीयाला कोयली तक पेट्रोलियम के परिवहन के लिये उम संतरन अनुसूची में विनियिष्ट भूमियों के उपयोग का अधिकार प्राप्ति कर लिया गया है।

अब, यह, यह, इनियिट आयल कोर्पोरेशन निमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के बए (1) में नियिट प्रक्रिया की अनुसूची में नियिष्ट गोव के नाम के सामने दिखाई गयी तिथि में पर्याप्त कर दिया है।

अब अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का प्रत्येक) नियमावली 1963 के नियम 4 के अधीन, सधम प्राधिकारी उक्त तिथि को ऊपर नियिट मंकिया पर्यवान के रूप में एन्ड डारा अधिसूचित करते हैं।

अनुसूचि

अधिन श्रेणी मनाया से मथुरा पाइपलाइन मांकिया पर्यवान				
मंत्रालय का नाम	गोव	का०शा० भारत के मंत्रियों सं०	गज्जपत्र भारत की प्रकाशन की तिथि	मंकिया पर्यवान
पेट्रोलियम, ग्यास (1) शीयाना	1545	17-5-75	19-6-78	
शौर उर्वरक (2) मछेय (शीयना)	,,	,,	,,	

[मं० 12020/2/79-प्रा० V]

S.O. 1800.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And Whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1)

141 GI/79—3

of section 7 of the said Act on the date shown against the name of village in the schedule.

Now, therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	(1) Jiyana	1545	17-5-75	19-6-78
(2) Macchudam	Jiyana.	1545	17-5-75	19-6-78

[No. 12020/2/79-Prod. V]

का० शा० 1801 गत इस मंत्रन अनुसूची में विनियिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का प्रत्येक) प्राप्तिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार अधिसूचना द्वारा इनियिट प्राप्ति कोर्पोरेशन निमिटेड के लिये गुजरात राज्य के गलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरामगाम से गुजरात गोपनीयाला कोयली तक पेट्रोलियम के परिवहन के लिए उम मंत्रन अनुसूची में विनियिष्ट भूमियों के उपयोग का अधिकार प्राप्ति कर लिया गया है।

अब, यह, इनियिट आयल कोर्पोरेशन निमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के बए (1) में नियिट प्रक्रिया की अनुसूची में नियिष्ट गोव के नाम के सामने दिखाई गयी तिथि में पर्याप्त कर दिया है।

अब, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का प्रत्येक) नियमावली 1963 के नियम 4 के अधीन, सधम प्राधिकारी उक्त तिथि को ऊपर नियिट मंकिया पर्यवान के रूप में एन्ड डारा अधिसूचित करते हैं।

अनुसूचि

मंत्रालय का नाम	गोव	का०शा० भारत के मंत्रियों सं०	गज्जपत्र भारत में पर्यवान	प्रकाशन की तिथि	मंकिया पर्यवान
पेट्रोलियम, ग्यास (1) शीयाना	रनोर्ना	1544	17-5-75	30-3-77	
शौर उर्वरक (2) मछेय (शीयना)	पासला	1544	17-5-75	30-3-77	
मंत्रालय (पेट्रोलियम	तन्देमरी	1544	17-5-75	30-3-77	
विभाग)	फाजलपुर	1544	17-5-75	30-3-77	

[मं० 12020/2/79-प्रा० VI]

S.O.1801.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipe Lines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And Whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of operation of pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	Ranoli	1544	17-5-1975	30-3-77
	Padmala	1544	17-5-1975	30-3-77
	Nandesari	1544	17-5-1975	30-3-77
	Fajalpur	1544	17-5-1975	30-3-77

[No. 12020/2/79-Prod VI]

राई इलाजी, 1. सई, 1979

का० आ० सं० 1802—यहा० इस सतान अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के प्रधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन ओयल कॉर्पोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिये उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यह: इण्डियन ओयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 को उपधारा (1) के खण्ड (1) में निर्दिष्ट प्रक्रिया की अनुसूची में निर्दिष्ट गांव के नाम के सामने दिखाई गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के प्रधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट संक्रिया पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

अनुसूची

व्यवस्था व्यवस्था से मथुरा पाइपलाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गांव	का० आ० भारत के स०	प्रकाशन की तिथि	संक्रिया
पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग)	चमाराज बकरशाली राजपार	1923 2376 1923 2376 2376	21-6-75 26-7-75 21-6-75 26-7-75 26-7-75	8-6-78 7-2-78 7-2-78 7-2-78

[सं० 12020/4/79-प्र०० I]

New Delhi, the 14th May, 1979

S.O. 1802.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now Therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Pipeline from Salaya to Mathura

Name of Ministry	Village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	Chamaraj Bakarthali	1923 2376	21-6-75 26-7-75	8-6-72 7-2-78
	Rajpur	"	"	7-2-78

[No. 12020 4/79-Prod-I]

का० आ० 1803—यहा० इस सतान अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के प्रधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार अधिसूचना द्वारा इण्डियन ओयल कॉर्पोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया से उत्तर प्रदेश में मथुरा तक और गुजरात राज्य में विरमगाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यह: इण्डियन ओयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट प्रक्रिया की अनुसूची में निर्दिष्ट गांव के नाम के सामने दिखाई गयी तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के प्रधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट संक्रिया पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

अनुसूची

अधन थें तथा सलाया से मधुरा तक पाइपलाइन संक्रिया पर्यंतसान

मंत्रालय का नाम	गाँव	का०	भारत के संक्रिया पर्यंत
पेट्रोलियम रसायन और उत्तरक मंत्रालय (पेट्रोलियम विभाग)	दूध रेज	1923	21-6-75 9-10-78

[स० 12020/4/79-प्र० 2]

S.O. 1803—Whereas by the notifications of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipelines from Salaya to Mathura

Name of Ministry	Village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	Dudhrej	1923	21-6-75	9-10-78

[No. 12020/4/79-Prod-II]

का० प्रा० 1804—यह इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत मरकार की अधिसूचना द्वारा इंजिनियर प्रोयल कार्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया से उत्तर प्रदेश में मधुरा तक पेट्रोलियम के परिवहन के लिए उत्तर संसग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

पौर यतः इंजिनियर प्रोयल कार्पोरेशन लिमिटेड ने उपर अधिनियम की धारा 7 को उपधारा (1) के व्यष्टि (1) में निर्दिष्ट प्रक्रिया को अनुसूची में निर्दिष्ट गाँव के नाम के सामने दिखायी गयो तिथि से पर्यवसित कर दिया है।

अब यह ऐट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के तिथि 4 के अधीन, सक्षम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट संक्रिया पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

अनुसूची
अधन थें तथा सलाया से मधुरा तक पाइपलाइन संक्रिया पर्यवसान

मंत्रालय का नाम	गाँव	का० अ० में	भारत के राजपत्र में पर्यवसान प्रकाशित की तिथि
पेट्रोलियम, रसायन और उत्तरक मंत्रालय (पेट्रोलियम विभाग)	(1) छोटिमा	548	22-2-75 16-6-78
	(2) रुपावती	"	12-7-78
	(3) जनेवादला	"	13-7-78
	(4) देव सर	"	3-6-78
	(5) चन्या	21-7-75	28-7-78
	(6) नवायाम	22-2-75	7-5-78
	(7) पजावती	22-2-75	27-5-78

[स० 12020/4/79-प्र० 3]

S.O. 1804—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963 the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	(1) Chotila	543	22-2-75	16-6-78
	(2) Rupavati	"	"	12-7-78
	(3) Janivadla	"	"	13-7-78
	(4) Devsar	"	"	3-6-78
	(5) Chanapa	21-7-75	28-7-78	
	(6) Navagam	22-2-75	7-5-78	
	(7) Pajwali	22-2-75	27-5-78	

[No. 12020/4/79-Prod-III]

कांग्रा० 1805—यतः इसे संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार अधिसूचना द्वारा इण्डियन आयल कोर्पोरेशन लिमिटेड के लिये गुजरात राज्य के मलाया में उमर प्रदेश में मधुर तक और गुजरात राज्य में विरसाम से गुजरात शोधनशाला कोयली तक पेट्रोलियम के परिवहन के लिए उम संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन आयल कोर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के वर्णन (1) में निर्दिष्ट प्रक्रिया को अनुसूची में निर्दिष्ट गांव के नाम के नामने दिखाई गयी तिथि में पर्यावरण कर दिया है।

अब अब: पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सभाम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट सक्रिया पर्यावरण के रूप में एतद् धारा अधिसूचित करते हैं।

अनुसूची

प्रधन क्षेत्र मलाया में मधुर तक पाइपलाइन सक्रिया पर्यावरण

मंदालय का नाम	गांव	कांग्रा०में	भारत के	सक्रिया
पेट्रोलियम रसायन सूर्ती और उत्तरक		1759	गजपत्र में	पर्यावरण

मंदालय (पेट्रोलियम विभाग)

[सं० 12020/4/79-प्रा०-IV]

S.O. 1805—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Virani-gam to Gujarat Refinery, Koyali in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (ii) of sub-section (1) of section 7 of the said Act, on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication	Date of termination in the Gazette of India
Petroleum, Chemicals & Fertilisers (Petroleum Department)	Muli	1759	7-6-75	8-8-78

[No. 12020/4/79-Prod-IV]

कांग्रा० 1806:—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार अधिसूचना द्वारा इण्डियन आयल कोर्पोरेशन लिमिटेड के लिए गुजरात राज्य के मलाया से उमर प्रदेश में मधुर तक पेट्रोलियम के परिवहन के लिए उम संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन आयल कोर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के वर्णन (1) में निर्दिष्ट प्रक्रिया को अनुसूची निर्दिष्ट गांव के नाम के नामने दिखाई गयी तिथि में पर्यावरण कर दिया है।

अब अब: पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सभाम प्राधिकारी उक्त तिथि को उपर निर्दिष्ट गत्रिया पर्यावरण के रूप में एतद् धारा अधिसूचित करते हैं।

अनुसूची

प्रधन क्षेत्र गलाया में मधुर तक पाइपलाइन सक्रिया पर्यावरण

मंदालय का नाम	गांव	कांग्रा०में	भारत के	सक्रिया
		स०	गजपत्र	पर्यावरण
			में प्रकाशन	को तिथि
पेट्रोलियम, रसायन और उत्तरक	नाभा	548	22-2-75	12-2-78
मंदालय				
(पेट्रोलियम विभाग)				

[सं० 120/4/79-प्रा०-5]

S.O. 1806—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in Land) Rules, 1963 the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	Nava	548	22-2-75	12-2-78

[No 12020/4/79-Prod-VI]

का० आ० 1807—यतः इम सत्वर अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत भ्रकार की अधिसूचना द्वारा इन्हियन आयल कार्पोरेशन लिमिटेड के लिए गुजरात राज्य के सलाया में उत्तर प्रदेश में मथुरा नक और गुजरात राज्य में विरमगाम से गुजरात शोधनाला कोशली नक पेट्रोलियम के परिवहन के लिए उस सत्वर अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर दिया गया है।

और यतः इन्हियन आयल कार्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के अन्त (1) में निर्दिष्ट प्रक्रिया को अनुसूची में निर्दिष्ट गाव के नाम के गामने दिखाई गयी निधि में पर्यवर्तित कर दिया है।

अब असः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त निधि को उपर निर्दिष्ट संक्रिया पर्यवर्तन के रूप में अनुद्वारा अधिसूचित करते हैं।

अनुसूची

संदर्भ का नाम	गाव	का०	भारत के	संक्रिया
		आ०	गज़राना में	पर्यवर्तन
		म०	प्रकाशन की	की निधि
(पेट्रोलियम)	संगीधादा	९६२	२५-३-७५	११-५-७५

(1) Sorsimbhada

रामगढ़ और	चोरवीर	९६२	२५-३-७५	११-५-७८
(2) chorvira				
उर्बरक				
संवालय				
(पेट्रोलियम				
विभाग)				

[सं 12020/4/79-प्र० VI]

S. O. 1807—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, Chemicals & Fertilisers (Petroleum Department)	(1) Sorsimbhada	९६२	२९-३-७५	११-९-७८
	(2) Chorvira	"	"	७-८-७८

[No. 12020/4/79-Prod-VI]

का० आ० 1808—यतः इम संक्षम अनुसूची में विनिर्दिष्ट और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत भ्रकार की अधिसूचना द्वारा इन्हियन आयल कार्पोरेशन लिमिटेड के लिए गुजरात राज्य के गोवा से उत्तर प्रदेश में मथुरा नक और गुजरात राज्य में विरमगाम से गुजरात शोधन गाला कोशली नक पेट्रोलियम के परिवहन के लिए उस संक्षम अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर दिया गया है।

और यतः इन्हियन आयल कार्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के अन्त (1) में निर्दिष्ट प्रक्रिया को अनुसूची में निर्दिष्ट गाव दे नाम के सामने दिखाई गयी निधि में पर्यवर्तित कर दिया है।

अब अन. पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन, सक्षम प्राधिकारी उक्त निधि को उपर निर्दिष्ट संक्रिया पर्यवर्तन के रूप में ०.१० लाई अधिसूचित करते हैं।

अनुसूची

अधिन शेत्र सलाया से मधुरा पाइपलाईन संकिया पर्यवेक्षण

मंत्रालय का नाम गाव	का०	भारत के संकिया
आ० राज्यपत्र में पर्यवेक्षण	ग्रा०	पर्यवेक्षण की तिथि
सं० प्रकाशन की तिथि	सं०	निधि
पेट्रोलियम (1) गिराच	961	29-3-75 5-7-78
रसायन और (2) जल		
उर्वरक मंत्रालय	961	29-3-75 5-7-78
(पेट्रोलियम विभाग)		

[सं० 12020/4/79-प्र० VII]

S.O. 1808—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of operation of Pipeline from Salaya to Mathura

Name of Ministry	Name of village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, (1) Singach		961	29-3-75	5-7-78
Chemicals & (2) Zankher		961	29-3-75	5-7-78
Fertilisers (Petroleum Department)				

[No. 12020/4/79-Prod-VII]

का० आ० 1809—यह इस सतर्क प्रनुसूची में विनिर्दिष्ट और पेट्रोलियम चत्तिये पाइपलाईन (भूमि में उपयोग के अधिकारों का अर्जन) प्रधिनियम 1962 की धारा 6 की उपायाग (1) के अर्जन प्रकाशित भारत सरकार की अधिसूचना द्वारा इन्डियन प्राथम कोर्पोरेशन लिमिटेड के लिये गुजरात राज्य के सलाया में उत्तर प्रदेश में मधुरा सक और गुजरात राज्य से गुजरात योग्यतानाली नक पेट्रोलियम के पर्यावरण के लिये उस संवर्गन अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर दिया गया है।

और यह इण्डियन प्राथम कोर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उत्तराधा (1) के वर्ण (1) में विनिर्दिष्ट प्रक्रिया की अनुसूची

में निविष्ट गाव के नाम के साथ दिलाई गयी तिथि से पर्यावरण कर दिया है।

अब यह: पेट्रोलियम और चत्तिये पाइपलाईन (भूमि के उपयोग के अधिकारों का अर्जन) विनावनी, 1963 के नियम 4 के अधीन सक्त संकिया प्राधिकार उक्त तिथि को ऊपर विनिर्दिष्ट संकिया पर्यवेक्षण के रूप में एतेहाया प्रधिसूचित करते हैं।

अनुसूची

अधिन शेत्र सलाया से मधुरा तक पाइपलाईन संकिया पर्यवेक्षण

मंत्रालय का नाम	गाव	का०	भारत के संकिया
आ० राज्यपत्र में पर्यवेक्षण	ग्रा०	पर्यवेक्षण की तिथि	निधि

पेट्रोलियम,

रसायन और (1) गधाद	1759	4-6-75	18-8-78
उर्वरक (2) उमरदा	1759	7-6-75	31-7-78
मंत्रालय (3) डिगम्बर	1759	7-6-75	31-7-78
(पेट्रोलियम (1) शेखपार	1759	7-6-75	15-7-78
विभाग)			

[सं० 12020/4/79-प्र० VIII]

S.O. 1809—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Salaya in Gujarat State to Mathura in Uttar Pradesh and from Viramgam to Gujarat Refinery, Koyali, in Gujarat State.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now therefore, under rule 4 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of Operation of Pipeline from Salaya to Mathura.

Name of Ministry	Village	S.O.No.	Date of publication in the Gazette of India	Date of termination
Petroleum, (1) Gadhada		1759	4-6-75	18-8-78
Chemicals & (2) Umarda		"	7-6-75	31-7-78
Fertilisers (3) Digsar		"	"	31-7-78
(Petroleum (4) Shekhpura		"	"	15-7-78
Department)				

[No. 12020/4/79-Prod-VIII]

नई दिल्ली, 7 मई, 1979

का० आ० 1810.—भारत सरकार के अधिसूचना के द्वारा जैसा कि यहाँ संलग्न अनुमति से प्रदर्शित किया गया है और पेट्रोलियम और खनियाँ पार्टीजन (प्रयोक्ता) के लाल संस्थान अधिकारी अधिनियम, 1962 के खण्ड 6 के उपखण्ड (1) के अन्तर्गत प्रकाशित किया गया है, गुजरात राज्य के कहीं तेल क्षेत्र में उक्त परिशिष्ट भूमि में वेष्टान स्पेल सं० ए० ज० आ० से जी० ए० ग्लालोरा-12 के पास नक्क पेट्रोलियम के लिए भूमि उपयोग के अधिकार है।

नेतृ एवं प्राकृतिक गैस ग्राही ने उपर्युक्त नियम के खण्ड 7 के उपखण्ड (1) की धारा (1) में निश्चिट कार्य दिनांक 29-8-1977 से समाप्त कर दिया गया है।

अतः अब पेट्रोलियम पाइप लाइन के लियम (प्रयोक्ता के भूमि अधिग्रहण अधिकार) नियम, 1963 के अन्तर्गत मध्यम अधिकारी एवं द्वारा उक्त नियम को कार्य समाप्त करने हैं।

मन्त्रालय

ए० ज० आ० मे० जी० ए० ए० ग्लालोरा के पास नक्क पाइप लाइन की कार्य समाप्ति

मन्त्रालय का नाम	गैज	का० आ० भारत के कार्य समाप्ति	मं० राजपत्र में दी नियम प्रकाशन की तिथि
पेट्रोलियम रसायन कर्मसूलपुरा और उत्कर्षक मेरदा	612	17-2-79	29-8-77

[सं० 12016/15/79-प्र०]

New Delhi, the 7th May, 1979

S.O. 1810.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from d.s. SJR to GGS near JHALORA-12 in Kadi oilfield in Gujarat State.

And Whereas the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub-section (1) of section 7 of the said Act on 29-8-1977.

Now therefore under Rule 4 of the Petroleum Pipelines (Acquisition of right of user in land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of operation to above.

SCHEDULE

Termination of Operation of Pipeline from D.S. SJR to GGS near Jhalora—12

Name of Ministry	Village	S.O.No.	Date of publication in the Gazette of India	Date of termination of operation
Petroleum, Chemicals & Fertilizer.	Karsanpura	612	17-2-1979	29-8-1977

[No. 12016/15/79-Prod]

नई दिल्ली, 18 मई, 1979

का० आ० 1811.—भारत सरकार के अधिसूचना के द्वारा जैसा कि यहाँ संलग्न अनुमति से प्रदर्शित किया गया है और पेट्रोलियम और खनियाँ पार्टीजन (प्रयोक्ता) के भूमि अधिग्रहण अधिकारी अधिनियम, 1962 के खण्ड 6 के उपखण्ड (1) के अन्तर्गत प्रकाशित किया गया है, गुजरात राज्य के मंहासाना तेल क्षेत्र में उक्त परिशिष्ट भूमि में वेष्टान ध्यन सं० ए० ज० के० १० वी० मे० ए० ज० के० १० वी० मे० ए० ज० के० १० वी० तक पेट्रोलियम के लिए भूमि उपयोग के अधिकार है।

नेतृ एवं प्राकृतिक गैस ग्राही ने उपर्युक्त नियम के खण्ड 7 के उपखण्ड (1) की धारा (1) में निश्चिट कार्य दिनांक 11-1-78 से समाप्त कर दिया गया है।

अतः अब पेट्रोलियम पाइप लाइन ने नियम (प्रयोक्ता के भूमि अधिग्रहण अधिकार) नियम, 1963 के अन्तर्गत सक्तम अधिकारी एवं द्वारा उक्त नियम को कार्य समाप्त करने हैं।

मन्त्रालय

ए० ज० के० १० वी० मे० ए० ज० के० १० वी० तक पाइप लाइन कार्य समाप्ति

मन्त्रालय का नाम	गाँव	का० आ० सं०	भारत राजपत्र में प्रकाशन की तिथि
पेट्रोलियम, रसायन और उत्कर्षक	बालसान	148	13-1-79

[सं० 12016/25/79-प्र०]

ए० ज० के० १० वी० मे० ए० ज० के० १० वी० तक पाइप लाइन कार्य समाप्ति

New Delhi the 18th May, 1979

S.O. 1811.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 the right of User has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from d.s. NKAU to NKAU in Mehsana oil field in Gujarat State.

And whereas the Oil & Natural Gas Commission has terminated the operation referred to in clause (i) of sub-section (1) of Section 7 of the said Act on 11-1-78.

Now therefore under rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of operation to above.

SCHEDULE

Termination of operation of Pipeline from D.S. NKAU TO NAKU

Name of Ministry	Village	S.O.No.	Date of publication in the Gazette of India	Date of termination of operation
Petroleum, Chemicals & Fertilizer	Balsasan	148	13-1-79	11-1-78

[No. 12016/25/79-Prod]
S.M.Y. NADEEM, Under Secy

Plot number acquired in village Jhunjko :—451 (part), 454 (part), 455 to 458, 459 (part), 460 to 465, 466 (part), 468(part), 525(part), 526(part), 527 to 532, 533(part), 534 (part), 535(part), 536(part), 663(part), 664 to 668, 669 (part), 670(part), 671(part), 673(part) 674, 675(part), 1162 (part).

Plot numbers acquired in village Angwali :—2 to 22, 23 (part), 24 to 95, 96(part), 97, 98(part), 100(part), 101, 102, 103(part), 104(part), 106(part), 120(part), 121 to 132, 133(part), 134(part), 140(part), 141, 142, 143, 144(part) 145 to 157, 159 to 168, 169(part), 170(part), 175(part), 176 to 181, 182 (part), 183, 184 (part), 192 (part), 193, 194 (part), 211 (part), 212, 213, 214 (part), 215 (part), 216 (part), 219 (part), 220(part), 3493, 3537, 3538, 3540, 3541.

Boundary description :—A-B line passes through plot nos. 454, 451, 454, 459, 454, 1162, 468, 466, 525, 536, 535, 534,

533, 663, 671, 670, 669, 673, 674, 675, 526(Nalla) in village Jhunjko, through plot nos. 23, 98 and 100 in village Angwali.

B-C line passes through plot nos. 100, 98, 103, 104, 106, 95 120, 134, 133 and 140 in village Angwali.

C-D line passes through plot nos. 220, 219, 215, 216, 214 211, 144, 194, 192, 182, 184, 175, 184, 169, 170, in village Angwali.

D-E line passes along the part left bank of Khanje River in village Angwali.

E-A line passes along the part right bank of Damodar River in village Angwali Jhunjko and meets at starting point 'A'.

[No. 19(59)/76-CL]

नई विरली, 19 मई, 1979

क्र. 1813.—केन्द्रीय सरकार को प्रतीत होता है कि इसमें उपायकुशल अनुसूचि में उल्लिखित भूमि में कोपना प्राप्त होने की संभावना है।

अतः, अब, केन्द्र सरकार, कोपला बाले क्षेत्र (अर्जन और विकास) प्रधिनियम 1957 (1957 का 20) की धारा 4की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोपने के लिए पूर्वेक्षण करने के प्रणाले शाश्वत की सूचना देती है।

इस प्रधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक का निरीक्षण मुख्य खनन इंजीनियर (मन्त्रिमण और विकास), ईस्टर्न कॉलफील्ड्स लिमिटेड डाकघर वीमेरगढ़, जिला बर्बिजान, पश्चिमी बंगाल के कार्यालय में या उपायुक्त बुमका (बिहार) या कोपला नियंत्रक, 1-काउंसेल हाउस स्ट्रीट कलकत्ता में किया जा सकता है।

कोई व्यक्ति, जो इस प्रधिसूचना के अधीन आने वाले क्षेत्र से हितबद्ध है, उस प्रधिनियम की धारा 13 की उपधारा (7) में निर्विष्ट सभी मानविक, चार्ट और इन्यु अधिकार सुन्दर खनन इंजीनियर (मन्त्रिमण और विकास), ईस्टर्न कॉलफील्ड्स निः, वीमेरगढ़ को भारत के राजपत्र में इस प्रधिसूचना के प्रकाशित होने की तारीख से 90 दिन के भीतर, कोपला बाले क्षेत्र (अर्जन और विकास) प्रधिनियम, 1957 के नियम 5 में यथा अनुसित रूप में देगा।

अनुसूची

ब्लाक "बी"

राज महल कोपला क्षेत्र

रेकार्ड सं. 33/1897

तारीख 13-3-1979

(पूर्वेक्षण के लिए अधिसूचित भूमि प्रवर्जित करते हुए)

क्र. सं.	मौजा (गांव)	थाना संक्षया	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों में	टिप्पणियां
1	2	3	4	5	6	7
1.	बाग जोरी	.	29 बोरीजो (बंगला सिमरा 1)	सर्थाल परगना		भाग
2.	चितरकोटी	.	38 यथोक्त	यथोक्त		यथोक्त
3.	तेकनगाँव	.	39 यथोक्त	यथोक्त		यथोक्त
4.	दुआरी घाट तेल बाम	.	40 यथोक्त	यथोक्त		यथोक्त
5.	नीमा कलां	.	41 यथोक्त	यथोक्त		यथोक्त
6.	झैता	.	44 यथोक्त	यथोक्त		यथोक्त
7.	छोटा सहरपुर (दिल ब्लाक)	.	7/65 यथोक्त	यथोक्त		यथोक्त
8.	पहाड़पुर (मारकित बन)	.	32 यथोक्त	यथोक्त		यथोक्त
9.	जटा कुटी	.	28 यथोक्त	यथोक्त		यथोक्त
10.	बुमरिया	.	1 बोरीजो बंगला सिमरा-II	यथोक्त		यथोक्त

1	2	3	4	5	6	7
11. पंचलखी	.	14. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
12. बागजोरी	.	552. महागन	यथोक्त	यथोक्त	यथोक्त	यथोक्त
13. बालाचिनी	.	554. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
14. महागाम	.	700. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
15. भड़ियाकीता	.	701. यथोक्त	यथोक्त	पूर्ण	पूर्ण	पूर्ण
16. गरबाधाट	.	702. बोरीजो	संथाल परणना	भाग	भाग	भाग
(वंगला निम्न-II)						
17. गरबाकीता	.	703. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
18. बालाचिनीकीता	.	704. यथोक्त	यथोक्त	पूर्ण	पूर्ण	पूर्ण
19. अकागनी	.	705. यथोक्त	यथोक्त	भाग	भाग	भाग
20. केचुआकीता	.	706. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
21. मुरली नाक	.	691. यथोक्त	यथोक्त	भाग	भाग	भाग
22. बसुमा	.	692. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
23. गलसागर	.	693. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
24. मोनूमाय	.	694. यथोक्त	यथोक्त	पूर्ण	पूर्ण	पूर्ण
25. कनबर्ह कोल	.	695. माहागान	यथोक्त	पूर्ण	पूर्ण	पूर्ण
26. भरताकीता	.	696. यथोक्त	यथोक्त	भाग	भाग	भाग
27. बनकुर्दा	.	697. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
28. मर्हाप्रा	.	698. यथोक्त	यथोक्त	पूर्ण	पूर्ण	पूर्ण
29. गहिराकीता	.	699. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
30. गुनिया	.	592. यथोक्त	यथोक्त	भाग	भाग	भाग
31. हरिनिधोरा	.	593. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
32. बाधकोल	.	594. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
33. उकंता	.	595. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
34. अलिया कमीकीता	.	712. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
35. रवियाडीह (सन्ताली)	.	713. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
36. रक्षाकीता	.	714. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
37. डोमन कीता	.	715. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त
38. मोहतपुर	.	716. यथोक्त	यथोक्त	यथोक्त	यथोक्त	यथोक्त

कुल क्षेत्र : 1920 एकड़ (लगभग)
या 777 हेक्टेयर (लगभग)

सीमा वर्णन

क-ख	रेखा सीजा पंचलखी, पहाड़पुर, बुमरिया, रक्षाकीता, गलसागर, बसुमा, मुरलीनाक और किर बसुमा, बाधाकोल और डकीता होकर जाती है और बिन्दु "ब" पर मिलती है।
ख-ग	रेखा सीजा उकंता, हरिनिधोरा, गुनिया, महागाम, गरबाधाट, बालाचिनी, बागजोरी, जटाकुटी, चितरकोटी, तेलगाम, दुआरी-घाट तेलगाम और किर तेलगाम से जाती है और बिन्दु "ग" पर मिलती है।
ग-घ	रेखा सीजा तेलगाम, छोटा भहरपुर हिस ब्लाक किर तेलगाम, नीमाकोला और उकंता होकर जाती है और बिन्दु "घ" पर मिलती है।
घ-ङ	रेखा सीजा उकंता, नीमा फसां तेलगाम और चितरकोटी होकर जाती है और बिन्दु "ङ" पर मिलती है। यह राजमहल ब्लाक ए की भी अंशतः सीमा है।
ङ-च	रेखा सीजा उकंता, केचुआकीता और अकालनी होकर जाती है और बिन्दु "च" पर मिलती है। यह राजमहल ब्लाक ए की भी अंशतः सीमा है।
च-छ	रेखा सीजा डोमनकीता, रक्षाकीता, रवियाडीह (सन्ताली) बुमरिया पहाड़पुर और पंचलखी होकर जाती है और भारभिक बिन्दु "छ" पर मिलती है। यह राजमहल ब्लाक ए की भी अंशतः सीमा है।
छ-क	रेखा सीजा डोमनकीता, रक्षाकीता, रवियाडीह (सन्ताली) बुमरिया पहाड़पुर और पंचलखी होकर जाती है और भारभिक बिन्दु "क" पर मिलती है। यह राजमहल ब्लाक ए की भी अंशतः सीमा है।

[संख्या 19/12/79—सी० एन०]
एस० भार० ए० रिजीटी, निदेशक,

New Delhi, the 19th May, 1979

S.O. 1813.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification may be inspected in the office of the Chief Mining Engineer (Construction and Development), Eastern Coal fields Limited, Post Office-Dishergarh, District—Burdwan, West Bengal or in the office of the Deputy Commissioner, Dumka (Bihar) or in the office of the Coal Controller, 1-Council House Street, Calcutta.

Any person interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Chief Mining Engineer (Construction and Development), Eastern Coal fields Limited Dishergarh, within ninety days from the date of the publication of this notification in the Gazette of India, as required by rule 5 of the Coal Bearing Areas (Acquisition and Development) Rules, 1957.

SCHEDULE

BLOCK—'B'

RAJMAHAL COALFIELD

Drawing No. 33/1897

Dated : 15-3-1977

(Showing lands notified for prospecting)

Sl.	Mouza No. (Village)	Thana Number	Police Station (Thana)	District	Area in Acres	Remarks
1	2	3	4	5	6	7
1.	Bagjori	29	Boarijor (Bungalow Simra-I)	Senthal Pargana		Part
2.	Chitalkoti	38	-do-	-do-		-do-
3.	Telgama	39	-do-	-do-		-do-
4.	Duarighat-Telgama	40	-do-	-do-		-do-
5.	Nimia Kalan	41	-do-	-do-		-do-
6.	Dakaita	44	-do-	-do-		-do-
7.	Chhota Saharpur (Hill Block)	7/65	-do-	-do-		-do-
8.	Pharpur (Reserved Forest)	32	-do	-do	-do--	-do-
9.	Jatakuti	28	-do-	-do-	-do-	-do-
10.	Dumria	1	Boarijor (Bungalow Simra-II)	-do-		-do-
11.	Panchrukhi	14	-do	-do-		-do-
12.	Bagjori	552	Mahagama	-do-	-do-	-do-
13.	Balachini	554	-do-	-do-		-do-
14.	Mahagama	700	-do-	-do-		-do-
15.	Bhadiakita	701	-do-	-do-		Full
16.	Garbaghat	702	-do-	-do-		Part
17.	Garbakita	703	-do-	do-	-do-	-do-
18.	Balachinikita	704	-do-	-do-		Full
19.	Akasni	705	-do-	-do-		Part
20.	Kechuakita	706	-do-	-do-		-do-
21.	Murlitak	691	-do-	-do-		-do-
22.	Basua	672	-do-	-do-		-do-
23.	Gansagar	693	-do-	-do-		-do-
24.	Monukhap	694	-do-	-do-		Full
25.	Katbaikol	695	Mahagama	Santhal Pargana		Full Part
26.	Jharanakita	696	-do-	-do-		-do-
27.	Dhankurda	697	-do-	-do-		-do-
28.	Majhoua	698	-do-	-do-		Full
29.	Ganirakita	699	-do	-do		-do-

1	2	3	4	5	6	7	8
30. Gunia		592	Mahagama		Santhal		Part
31. Harinchora		593	-do-		Pargana		-do-
32. Baghakol		594	-do-		-do-		-do-
33. Dakaita		595	-do-		-do-		-do-
34. Balia Kurumikita		712	-do-		-do-		-do-
35. Rabidiyah (Santali)		713	-do-		-do-		-do-
36. Raksakita		714	do-		-do-		-do-
37. Domarkita		715	-do-		-do-		-do-
38. Mohanpur		716	-do-		-do-		-do-

Total Area 1,920 Acres (Approximately)

Or 777 Hectares (Approximately)

Boundary Description :

A1—B1 — Line passes through mouzas Panchrukhi, Paharpur, Dumria, Raksakita, Mohanpur, Gansagar, Basua, Murlitek, again Basua, Baghakol, and Dakaita and meets at point 'B1'.

B1—C1 — Line passes through mouzas Dakaita, Harinchora, Gunia, Mahegama, Garbaghat, Garbaki a. Balchiri, Bagjori, Bagjori, Jatakuti, Chitarkoti, Telgama, Duaighat Telgama, again Telgama and meets at point 'C1'.

C1—D1 — Line passes through mouzas Telgama, Chhota Saharpur (Hill Block), again Telgama, Nimikalan and Dakaita and meets at points 'D1'.

D1—E1 — Line passes through mouzas Dakaita, Nima Kalan, Telgama and Chitarkoti and meets at point 'E1'. This is also part boundary of Rajmahal Block—'A'.

E1—F1 — Line passes through mouzas Chitarkoti, Kendua, Kendua Kita and Akasni and meets at point 'F1'. This is also part boundary of Rajmahal Block—'A'.

F1—G1 — Line passes through mouzas Akasni, Dhankurda, Jharna Kita, Balia Kurumikita and Domarkita and meets at point 'G1'. This is also part boundary of Rajmahal Block—'A'.

G1—A1 — Line passes through mouzas Domarkita, Raksakita, Rabidiyah (Santali), Dumria, Paharpur and Panchrukhi and meets at the starting point 'A1'. This is also part boundary of Rajmahal Block—'A'.

[No. 19(12)/79-CL]

S.R.A. RIZVI, Director.

निर्माण और आवास मंडालण

नई दिल्ली, 16 मई, 1979

S.O. 1814.—यत् केन्द्रीय सरकार का दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के उपबन्धों के अन्तर्गत थोवड़ी ०-४ (पालियामेंट स्ट्रीट) के थोवड़ी विकास योजना में निम्नलिखित थोवड़ों में क्षतिपूर्ण संशोधन करने का प्रस्ताव है जो नारीख ४ नवम्बर, 1978 के नोटिस संख्या २०(6)/78 एम०पी० द्वारा उक्त अधिनियम की धारा 11 की उपधारा (3) में अपेक्षित नोटिस की नारीख से ३० दिन के भीतर आवेदों/मुकावों को प्राप्तिकृत करने के लिए प्रकाशित किया गया था;

प्रौढ़ यत् उपर्युक्त संशोधनों के सम्बन्ध में कोई आवेदन या मुकाव नहीं हुए है केन्द्रीय सरकार ने थोवड़ी विकास योजना में संशोधन करने का निश्चय किया है।

प्रव यत् उक्त अधिनियम की धारा 11 की उपधारा (2) द्वारा प्रदत्त मुकियों का प्रयोग करते हुए केन्द्रीय सरकार दिल्ली की उक्त थोवड़ी विकास योजना में उस नारीख से निम्नलिखित संशोधन करती है जिस नारीख की यह अधिसूचना भारत के राजपत्र में प्रकाशित होगी, नामतः

संशोधन

लाभा ०. ५८८हेफ्टर (१. ४५३एकड़ी) का भूमि भाग जो रक्षा मार्ग के ब्लाट मंडला ९ का एक भग है तथा जो थोवड़ी ०-१ (पालियामेंट स्ट्रीट) में पृष्ठा है तथा जो उक्त में ममके मार्गों से तथा पी०ट०० भवन के ब्लाट से पर्याम में रक्षा मार्ग प्राणीक रोड को मिलते थाने सम्पर्क मार्ग में विठ्ठलधाई पटेल शाहग के ब्लाट से तथा पूर्व में नई दिल्ली नगर पालिका के कम्पन्यारी क्वार्टरों से विधा हुआ है के भू प्रयोग का "परिवर्तन" (पार्किंग) से बदल कर "गांधीनिक प्रयोग" कर दिया जाता है।

[मं० के०-१३०११/१९/७८-ड००५० I(ए)]
इस देव मिन्हा, प्रब्रव मचित्र

MINISTRY OF WORKS AND HOUSING

New Delhi, the 16th May, 1979

S.O. 1914.—Whereas certain modification, which the Central Government proposes to make in the Zonal Development Plant for Zone D-4 (Parlit. Street) regarding the areas mentioned hereunder, was published with Notice No. F. 20(6)/78-MP, dated 4th November, 1978 in accordance with the provisions of section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions, as required by sub-section (3) of section 11-A of the said Act, within thirty days from the date of the said notice;

And whereas no objections or suggestions have been received with regard to the aforesaid modification the Central Government have decided to modify the Zonal Development Plan ;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11-A of the said Act, the Central Government hereby makes the following modification in the said Zonal Development Plan with effect from the date of publication of this notification in the Gazette of India namely :

Modification :

"The land use of an area measuring about 0.588 hect. (1.453 acres) forming part of plot No. 9, Rafi Marg and falling in Zone D-4 (Parliament Street) and bounded by side of service road and the plot of PTI Building in the north, by Service Road connecting Rafi Marg and Ashoka Road in the west, by the plot of Vithal Bhai Patel House in the south and NDMC staff quarters in the east is changed from 'Circulation' (parking) to 'Institutional' use."

[No. K-13011/19/78-DDI(A)]

H. D. SINHA, Under Secy.

पर्यटन एवं नागर विमानन मंत्रालय

आदेश

नई दिल्ली, 14 मई, 1979

का० आ० 1815.—केन्द्रीय मिलिल सेवा कर्गिकारण, नियंत्रण तथा प्रपोल नियमावली 1965 के नियम 9 के उप नियम (2), नियम 12 के उप नियम (2) के खण्ड (क) तथा नियम 24 के उप नियम (1) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और भारत सरकार के पर्यटन एवं नागर विमानन मंत्रालय के दिनांक 20 जुलाई, 1978 के सं आदेश सं० 2326 का आंशिक संशोधन करते हुए राष्ट्रपति निर्देश करते हैं कि उक्त आदेश को प्रनुसूची में "भाग II भारान्य केन्द्रीय सेवा ग्रुप 'ग'" शीर्ष के अन्तर्गत जहाँ कहीं "अधीक्षक" शब्द आए उसके बाद "भंडार सहायक/विद्युत एवं यान्त्रिक पर्याप्तक/कल्याण अधीक्षक" शब्द जोड़ दिया जाए।

[सं० सी० 11011/2/76-EH एच (942 वी ई/एस एफ एस/79)]
गिरधर गोपाल, अवर सचिव

MINISTRY OF TOURISM & CIVIL AVIATION

ORDER

New Delhi, the 14th May, 1979

S.O. 1815.—In exercise of the powers conferred by sub-rule (2) of rule 9 clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 and in partial modification of the Order of the Government of India in the Ministry of Tourism and Civil Aviation No. S.O. 2326, dated the 20th July, 1978, the President hereby directs that in the Schedule to the said Order, under the heading "Part II. General Central Services, Group 'C'", after the word "Superintendent", wherever it occurs, the words "Store Assistant/Electrical and Mechanical Supervisor/Welfare Superintendent" shall be inserted.

[No. C. 11011/2/76-EH (942-VE/SFS/79)]
GIRDHAR GOPAL, Under Secy.

पूर्ति और पुनर्वास मंत्रालय

(पुनर्वास विभाग)

नई दिल्ली, 9 मई, 1979

का० आ० 1816.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 16 के उपधारा (2) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार श्रम. रोजगार और पुनर्वास मंत्रालय (पुनर्वास विभाग), सूच्य बन्दोबस्तु प्रायोग्य, नई दिल्ली के कार्यालय की अधिसूचना सं० ६(३)/६५-एल० ए० १०४ श्रा०, दिनांक २३-२-१९६८ में आंशिक संशोधन करते हुए, केन्द्रीय सरकार द्वारा निर्देश देती है कि राजस्थान सरकार को हस्तान्तरित किए गए अवधिग्रह कार्यों के संबंध में उक्त अधिनियम या उसके अधीन प्रवर्त्त

प्रविकारी को सौंपे गए कार्यों के निष्पादन करने के प्रयोजन के लिए राजस्थान के अलवर और भरतपुर जिलों के तहसीलवारों की प्रवर्त्त प्रविकारी के रूप में नियुक्त गमाल की जाती है।

[सं० १(३०) विषेष सेल/७५ एमएस २]

श्रीमा० नाथ अमीरजा, संय. का० निदेशक

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 9th May, 1979

S.O. 1816.—In exercise of the powers conferred by clause (a) of sub-section (2) of Section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), and in partial modification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Rehabilitation) Office of the Chief Settlement Commissioner, New Delhi notification No. 6(3)/65-L&R dated 23rd February, 1966, the Central Government hereby directs that the Tehsildars of Alwar and Bharatpur districts in the State of Rajasthan shall cease to be Managing Officers for the purpose of performing the functions assigned to a Managing Officer by or under the said Act in relation to the residual work transferred to the Government of Rajasthan.

[No. 1(30)/Spl. Cell/75-SS.II.]

D. N. ASIJA, Jt. Director.

श्रम मंत्रालय

नई दिल्ली, 16 मई, 1979

का० आ० 1817.—केन्द्रीय सरकार ने यह समाधान ही जाने पर कि लोकहित में ऐसा करना अपेक्षित था, श्रोतांगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (6) के उपबन्धों के अनुभरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० ३५७९ नारीब 27 नवम्बर, 1978 द्वारा कोयला उद्योग की उक्त अधिनियम के प्रयोजनार्थ के लिए 27 नवम्बर, 1978 से ले लाए जाने की श्रम की कालावधि के लिए रोक लगायी जेता जीपित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को ले लाए जाने की श्रम की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अन्. श्रम, श्रोतांगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 27 मई, 1979 से ले लाए जाने की श्रम की ओर कालावधि के लिए रोक लगायी जाना जीपित करती है।

[सं० ए० 11017/9/79/को १ (प)]

MINISTRY OF LABOUR

New Delhi, the 16th May, 1979

S.O. 1817.—Whereas the Central Government having been satisfied that the public interest so required, had in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 3579 dated the 27th November, 1978, the Coal Industry to be a public utility service for the purposes of the said Act for a period of six months from the 27th November, 1978 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said Industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 27th May, 1979.

[No. S. 11017/9/79/DI(A)]

प्राप्तिग्रहण

नई दिल्ली, 17 मई, 1979

कांग्रेस 1818.—भारत सरकार के अम और रोजगार मंत्रालय की अधिसूचना संख्या का आ० 2187 दिनांक 12 अप्रैल, 1972 द्वारा गठित अम न्यायालय, जिसका मुख्यालय शिमला में स्थित है, के पीठासीन अधिकारी का पद रिक्त हो गया है;

अतः अम, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुग्रहण में केन्द्रीय सरकार श्री एस०डी० केन्याला को पूर्वोंदित गठित अम न्यायालय का पीठासीन अधिकारी नियुक्त करती है।

[म० एस० 11020/12/78/डी 1 (ए)]

ORDER

New Delhi, the 17th May, 1979

S.O. 1818.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with headquarters at Simla constituted by the Notification of the Government of India in the then Department of Labour and Employment Notification No. S.O. 2187 dated the 12th April, 1972;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri H. D. Kainthla as the Presiding Officer of the Labour Court constituted as aforesaid.

[No. S. 11020/12/78/DI(A)]

प्राप्तिग्रहण

नई दिल्ली, 19 मई, 1979

कांग्रेस 1819.—भारत सरकार के अम और रोजगार मंत्रालय की अधिसूचना संख्या का आ० 461 दिनांक 5 फरवरी, 1963 द्वारा गठित अम न्यायालय जिसका मुख्यालय मद्रास में स्थित है, के पीठासीन अधिकारी का पद रिक्त हो गया है;

अतः अम, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुग्रहण में केन्द्रीय सरकार निर० रामास्वामी को पूर्वोंदित गठित अम न्यायालय का पीठासीन अधिकारी नियुक्त करती है।

[संख्या एस० 11020/12/78/डी 1 (ए)]

गल० क० नारायणन्, डैस्ट्रॅक्ट अधिकारी

ORDER

New Delhi, the 19th May, 1979

S.O. 1819.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with headquarters at Madras constituted by the Notification of the Government of India in the late Ministry of Labour and Rehabilitation No. S.O. 461 dated the 5th February, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Thiru P. Ramaswami, as the Presiding Officer of the Labour Court constituted as aforesaid.

[No. S. 11020/12/78/DI(A)]

L. K. NARAYANAN, Desk Officer

New Delhi, the 17th May, 1979

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen which was received by the Central Government on the 15th May, 1979.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No. 1 of 1977

PARTIES:

Employers in relation to the Management of Calcutta Port Trust;

AND

Their Workmen.

APPEARANCES:

On behalf of Employers—Sri D. K. Mukherjee, Labour Officer.

On behalf of Concerned Workmen—Sri K. K. Roy Ganguly, with Shri H. Chatterjee.

Added Workmen—Sri Samir Chakravorty, with Sri Kamal Kanti Samaddar.

STATE: West Bengal.

INDUSTRY: Port & Dock.

AWARD

By Order No. L-32012(12)/76-D.IV(A), dated 4th January, 1977, the Government of India, Ministry of Labour, referred an industrial dispute existing between the employers in relation to the management of Calcutta Port Trust and their workmen, to this Tribunal, for adjudication. The reference reads:

“Whether the management in relation to the Calcutta Port Trust, Calcutta are justified in not giving promotion as Calculators to Sarvashri J. Lahiri, A. K. Deybhownik, C. Karmakar and B. B. Santra, Clerks? If not, to what relief are the concerned workmen entitled?”

2. There is no dispute as to the facts of this case. The concerned workmen are all clerks under the employment of the Calcutta Port Trust in their Accounts and Audit department. In the year 1963 an examination for enlisting of clerks in a panel for promotion to the post of Calculators was held and a panel consisting of 11 clerks was drawn up by the then Chief Accountant and Financial Advisor. The concerned workmen appeared at the examination and on the basis of their results were included in the said panel. By a circular dated March 15, 1963 issued under the signature of the Chief Accountant and Financial Advisor, it was notified by a Circular that out of a total of 70 candidates who applied for and were eligible for appearing in the said examination, only 36 candidates sat for the examination. It was also stated that on the basis of the results, the first 11 candidates who had secured 60 per cent marks and above in the aggregate had been selected for enlistment in the panel of clerks eligible for promotion to the post of Calculators and that they were to be adjusted in order of seniority in service. A copy of the said circular has been made Ext. M-3 by consent of parties. The management has pleaded that having regard to the vacancies and the needs of the department, five of the successful candidates were allowed to officiate as calculators from time to time in order of seniority and ultimately those who officiated as calculators on or before 15th March, 1966 were adjusted by promotion as calculators in subsequent years. The fifth candidate in order of seniority was thus adjusted as calculator on 1st February, 1975 and confirmed with effect from 1st February, 1976. Having regard to their ranks in order of seniority, the concerned workmen did not have any occasion to officiate as calculators.

3. Thereafter fresh vacancies in the post of Calculators in the Accounts and Audit department of the Calcutta Port Trust occurred as late as in July, 1975. Thereupon a fresh notice was issued by the Financial Advisor and Chief Accounts Officer of the Calcutta Port Trust on September 26, 1975 inviting applications from all Class III employees of the Audit and Accounts department who had rendered service for four years and a half and over, to appear at a departmental examination for promotion to the post of Calculators. The said notice has been marked Ext. W-2 by consent. The concerned workmen did not appear at the examination in response to the said notice.

4. Sri Kamal Kanti Samaddar, Shyamnarendra Nath Choudhury, Debkumar Palit, Samir Chakraborti and Keshab Chandra Ghosal were promoted to the post of Calculators out of the panel constituted on the basis of the results of the examination held on 15th November, 1975. These promotees have been added as parties to the reference on their application as they are likely to be affected by the award to be made herein.

5. It was pleaded on behalf of the workmen that the promotion to the post of Calculators should have been made from the panel constituted on the basis of the examination held in 1963. Out of 11 members of the panel five had already been promoted, two had resigned from the services of the Calcutta Port Trust leaving the four concerned workmen as the only left-over members. Promotions to the post of Calculators, it was submitted, should have, therefore, been confined to these four workmen. It was contended that the examination held in 1975 should not have been held nor should any fresh panel have been constituted having regard to the fact that the concerned workmen had not been promoted although their names were in the old panel.

6. Sri Jyotirmoy Lahiri, the senior most among the concerned workmen appears to have represented by a letter dated October 3, 1975 (Ext. W13) addressed to the Financial Advisor and Chief Accounts Officer that on the retirement of a calculator on 31st July, 1975 his turn for promotion came but he had not been called in to fill up the post. He complained that there was no procedure for cancellation of the old panel nor was any intimation given to him to that effect. He requested that his case be looked into. He also enquired whether it was necessary for him to sit again for the same examination in which he had creditably acquitted himself twelve years before. No reply was received to the said letter.

7. By a letter dated 16th October, 1975 (Ext. W-4) Sri Lahiri made a further representation to the Deputy Chairman, Calcutta Port Trust. He pointed out that the promotions made on the basis of the old panel were according to seniority and not according to marks obtained in the departmental examination held in 1963. He added that while as many as four had yet to be promoted from the panel selected in 1963 the announcement that an examination was going to be held for selection of a fresh panel for promotion to the post of Calculators had caused confusion. In his letter, he pleaded that the panel selected in 1963 should not be disturbed. No reply was received to the said letter.

8. Evidence was given by Sri Jyotirmoy Lahiri. He deposed that he appeared in the examination for promotion to the post of Calculators in the year 1963 along with the three other concerned workmen. All the concerned workmen passed the test and their names were included in the panel. The panel consisted of 11 successful candidates. He was aware that an examination was held in 1975 for the purpose of promotion to the post of Calculators. Only five persons were promoted from the old panel, before the notice of examination for 1975 had appeared. He confirmed that he had made representations to the Port authorities to which reference has already been made, questioning the propriety of holding the examination and asking for proper consideration of his claim for promotion.

9. It was contended on behalf of the management that the validity of the panel selected on or about 15th March, 1963 on the basis of the examination held shortly prior to that date, expired on March 15, 1966 by an administrative order No. 7282/IV dated February 22, 1965 issued by the Secretary, Calcutta Port Trust to all Heads of Departments. The said administrative order has been made Ext. M-1 by consent. The order may be set out in extenso :

"THE COMMISSIONERS FOR THE PORT OF CALCUTTA
Secretary's Office

No. 7282/IV Dated, the 22nd February, 1965
All Head of Departments.

Subject.—Period of validity of waiting Lists of candidates selected for filling vacancies.

Instructions were issued in this office Circular No. 7282/IX, dated the 12th June, 1956 to the effect that waiting lists of candidates selected for filling vacancies should be mentioned for a period of the year only. The above instructions were

recirculated with this office Letter No. 7282 dated the 2nd March, 1963 for strict compliance. It was pointed out at that time that specific administrative sanction should be obtained as per Deputy Chairman's instructions before an offer of appointment was made to candidates from the waiting list which is more than year old.

2. A question has arisen whether the above instructions should also apply to the waiting lists of departmental candidates for filling promotional vacancies. The Deputy Chairman considers that the instructions referred to above should apply strictly to waiting lists of candidates who are not Port employees and that in the case of departmental candidates borne on a list for filling promotional vacancies, the instructions should not apply even if the list is two or three years old. We accordingly direct that, in preparing panels of departmental candidates for promotion, the Departments should take care to see that the panels are not too long as cannot be absorbed in two to three years in the normal course. If the existing panels of departmental staff are required to be kept alive even at the expiry of three years, prior administrative approval should be taken.

Sd. T. R. Gaghupathi,
Secretary, 22/2"

10. It was stated on behalf of the management that it was expressly provided in the notice dated 15th March, 1963 that the clerks on the panel eligible for promotion to the post of calculator were to be adjusted in order of seniority in service and in promoting members of the panel to the post of calculators they had gone by the order of seniority in service. Five candidates in order of seniority had officiated as Calculators within 15th March, 1966. The validity of the panel expired thereafter. Those five were subsequently promoted. The concerned workmen, having regard to their ranks in order of seniority, did not have any chance to officiate during that period and could not therefore be promoted in the vacancies which occurred at the material time. As the validity of the panel had expired and fresh vacancies were likely to occur it was decided to hold an examination for selection of a fresh panel. Reliance was placed on a circular dated November 12, 1975 which has been made Ext. M-2. The said circular reads as follows :

"CALCUTTA PORT TRUST

Secretary's Office.

No. 7282/IV

Dated 12th November, 1975.

All Heads of Departments.

Subject : Period of validity of waiting panels (Select Lists) of candidates selected for filling vacancies.

A reference is invited to this office circular No. 7282/IV dated the 22nd February, 1965.

2. It has come to the notice of the Administration that the instructions contained in para 2 of the circular referred to above are not being followed in all cases and panels of selected candidates (select lists) are often kept alive for years together. The Deputy Chairman has directed that in future panels should not be kept alive for more than two years and, if necessary, fresh panels should be formed thereafter.

3. It should be ensured that the number of names on the select lists bear some relation to the actual existing vacancy position and to the vacancies likely to occur during the next three years plus 2 or 3 names as reserves. Where a select list has been prepared in order of merit, it should be strictly followed and any proposed departure from the order in which the names appear should be put up for prior approval by the Administration.

Sd/-
Secretary."

11. It was submitted on behalf of the management that as the concerned workmen chose not to appear at the examination, there could be no question of including their names on the fresh panel and of promoting any of them subsequently to the post of Calculators. They submitted that there was nothing irregular in promoting the added parties who had been empanelled on the basis of the result of the examination held

on November 15, 1975. It is nobody's case that the period of validity of the panel was extended by any further administrative order as contemplated in the Circular dated February 22, 1965. The old panel had therefore become defunct on March 15, 1966 and only the new panel constituted on the basis of the examination held in 1975 had to be considered for the purpose of fresh promotions.

12. On a consideration of the terms of the circular dated February 22, 1965 I am unable to hold that the old panel remained effective at the time when a fresh vacancy arose in 1975. There were five promotions from among the members of the old panel in order of seniority. They officiated in the higher post and were subsequently confirmed in that post. The panel which was 12 years old had become stale and derelict in 1975. It had become derelict under the Circular dated February 22, 1975. In that view of the matter, the promotion of the added parties to the post of Calculators is not open to successful challenge.

13. It was contended on behalf of the concerned workmen that they had not been told that in order to be eligible for promotion they were required to sit for the examination held in 1975. It is not in dispute that they were aware that an examination was being held. Sri Jyotirmoy Lahiri, one of the concerned workmen, in his letter dated 3rd October, 1975 asked a rhetorical question. The question was, "should I have to sit for the same examination in which I had creditably qualified 12 years ago?" In his letter to the Deputy Chairman, there is no enquiry as to whether it was necessary for him to sit for the examination. In the concluding paragraph of that letter, he said, "I will sincerely hope that you will kindly clarify the position and in the event the panel selected in 1963 is not adhered to please allow me to move appropriate authority for remedy and relief". There is no evidence that the other concerned workmen made any enquiry on the question whether it was necessary for them to appear at the examination to be eligible for promotion. If the representations made by Sri Lahiri are examined closely it will be clear that he felt aggrieved at the go by which the Port authorities had given to the old panel. I do not say for a moment that the management were justified in not replying the letters to which Sri Lahiri had addressed but that fact by itself cannot invalidate the procedure the Port Trust had adopted for promotion.

14. In the view I have taken, I answer the issue under reference as follows : The management in relation to the Calcutta Port Trust, Calcutta are justified in not giving promotion as Calculators to S/s. J. Lahiri, A. K. Deybhowmick, C. Karmakar and B. B. Santra, Clerks and therefore the concerned workmen are not entitled to any relief.

S. K. MUKHERJEE, Presiding Officer

Dated, Calcutta,
The 4th May, 1979.

[No. L. 32012 (12)/76-D. IV (A)]

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Messrs S. R. Pusalkar and Company Bombay and their workman which was received by the Central Government on the 15th May, 1979.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

Reference No. CGIT-2/9 of 1976

PARTIES :

Employers in Relation to the Management of Messrs S. R. Pusalkar & Company, Bombay.

AND

Their Workman Shri M. P. Prabhu.

APPEARANCES :

For the Employers—Shri K. D. Boda, Advocate.
For the Workman—Workman in person.

STATE : Maharashtra INDUSTRY : Ports and Docks
Bombay, dated the 17th April, 1979.

AWARD

1. The Government of India, in the Ministry of Labour acting under the powers conferred on them under Section 19(1) (d) of the Industrial Disputes Act, 14 of 1947 have referred the following dispute to this Tribunal for adjudication as per their order No. 31012/3/76-D. IV (A) dated 3-5-1976.

"Whether the action of the Management of Messrs. S. R. Pusalkar and Company, National Seamen's Union Building, 4, Goa Street, Fort, Bombay-400001, in orally terminating the services of Shri Moodbidri Padmanabha Prabhu with effect from 20th September, 1971 is justified ? If not, to what relief is the workman entitled ?"

2. The workman in his claim statement has stated that he joined the Partnership Firm of Messrs S. R. Pusalkar and Company, Bombay-400001 (hereinafter referred to as the Employer or the Company) on 14-4-1969 on a salary of Rs. 300 per month. He says that the order of appointment was not given in writing. His designation also was not specified. In August, 1969 the General Manager of the Company applied to the Bombay Port Trust for the issue of a dock entry pass in the name of the workman herein and in the course of that application it is stated that the workman herein was on a permanent employment as an Assistant Manager. He filed the photo-state copy of the Dock Entry Pass dated 11-8-1969. He further complains that the Company has failed to fix his salary in the scale provided for in the Award of Mr. Zambre which is Rs. 275-15-350-20-450-25-350-30-670 He also complains that his name was not entered in the muster roll. He was also not given the benefits of Provident Fund Scheme. According to him the Partner of the Employer firm promised to give him an initial start of Rs. 450 per month and in breach of that promise he was paid Rs. 300 per month only till 1-9-1970 and at the rate of Rs. 325 per month from 1-1-1970 to 31-12-1970 and at the rate of Rs. 410 per month from 1-1-1971. He says that he went on leave from 17-8-1971 to 18-9-1971 both days inclusive. Copies of the applications for grant of leave for the aforesaid period are filed along with the certificates of posting, in support of his case that he had in fact submitted applications for grant of leave to the Company. 19th September, 1971 being a Sunday the workman reported himself for duty on 20-9-1971 and also produced a fitness certificate issued by a competent Doctor. The Personnel Superintendent of the Company Mr. C. S. Umbralkar orally told the workman that there was no more any work for him and that he should leave their office. The workman approached the Partner Mr. V. N. Dixit to find out if he should obey the directions of Mr. Umbralkar. The Partner also confirmed the oral order of termination given by Mr. Umbralkar. He submits that this order of termination of service is illegal, unjust and void. He also submits that his salary for the months of August and September, 1971 upto the 20th of that month is not paid. He also claims bonus for the period he has served in this Company. He says that this Company was giving its staff two months salary as bonus. According to him he was paid only Rs. 75 representing the bonus for the months of April, May and June, 1969 at the rate of Rs. 25 per month. He submits that the balance of bonus is due to him. He also says that he has not been reimbursed the amount spent by him on conveyance. He also prays for the difference in salary between the scale ordered by Mr. Zambre in his Award and the scale actually paid to him. He claims salary for the earned leave that was standing to his credit by the date of the termination of his service. Soon after the illegal order of termination was passed he addressed a letter to the Company on 21-9-1971 demanding reinstatement and arrears of salary. He also raised this dispute through Transport and Dock Workers' Union. The Union did not take any interest. So he referred the complaint to the Assistant Labour Commissioner by his letter dated 15-9-1972 requesting him to take up the matter in conciliation. Efforts at conciliation having failed the matter was referred to this Tribunal for adjudication by the Government by their order dated 9-3-1973. This Tribunal by its order dated 8-6-1975 rejected the reference as not maintainable for the reason that the workman had not raised the demand before the Employer prior to his approaching the Assistant Labour Commissioner for conciliation. After the said order of this Tribunal the workman served a charter of demands on the Company by his letter dated 15-10-1975 whereafter he approached the Assistant Labour Commissioner (Central) once again for relief. The Assistant Labour Commissioner (Central) submitted a failure of conciliation report. Thereafter the present Reference is made to this Tribunal for adjudication.

3. On behalf of the Company its General Manager filed a written statement contending that this Reference in question is bad in law as there was no industrial dispute in existence by the date of Reference. The Company further submits that the order of this Tribunal rejecting the Reference in Reference No. 2/2/1973 operates as a bar to the maintainability of the present reference on the principle of res judicata or principles analogous to it. They also question the right of the Government to make this Reference on the same facts after the rejection of the earlier Reference of 1973. On the merits they submit that Mr. Prabhu the workman herein is not a workman within the meaning of Section 2(s) of the Industrial Disputes Act. They say that the workman has been engaged by them on contract. The company admits that while applying to the Bombay Port Trust for the issue of a Dock Entry Permit in the name of the workman they gave his designation as their Assistant Manager. However, they deny the averment made by the workman that in that application he was described as being in their permanent employment. The designation of Assistant Manager was given in that application in order to give some "suitable representative character" to the workman in whose favour the Dock Entry Pass was requested. Since the employee in question was never a workman within the meaning of the Act, the question of entering his name in the muster or payment of Provident Fund Contribution or bonus could not arise. They also deny the workman having reported himself for duty on 20th September, 1971. They also say that since the workman herein was never in the employment of the Company there could be no question of terminating his services. Since the workman herein was only working on contract, he is not entitled to claim bonus or D.A. or contribution for the Provident Fund or conveyance charges. They submit that in view of the reprehensible conduct of the workman in not returning the Dock Entry Permit reinstatement may not be ordered. Even if this Court is to order reinstatement the Company may not be held liable for back wages. In any event they submit that the workman is not entitled to back wages prior to 15-10-1975 the date on which a formal notice of demand was served on the employer. Since there is no employer-employee relationship between Mr. Prabhu the workman herein and the Company it is prayed that this Reference may be rejected.

4. The workman filed a rejoinder to the statement filed by the Company denying the averments made therein.

5. The Company filed another rejoinder mostly repeating the averments made in the earlier written statement.

6. On the above pleadings the following issues were framed for trial.

- (i) Whether the decision of this Tribunal in Reference No. CGIT-2/2 of 1973 operates as a bar to the present reference ?
- (ii) Whether the Central Government can be said to have exhausted its power to make a reference of this dispute to the Tribunal for a second time after the earlier reference dated 9-3-1973 was rejected by the Tribunal as incompetent ?
- (iii) Whether there was no Employer and Employee relationship between the parties to the dispute during the material time ?
- (iv) Whether Shri Prabhu's services were legally terminated orally or otherwise with effect from 20-9-1971 ?
- (v) Whether Shri Prabhu is entitled to back wages from the date of the alleged termination of services viz. 20-9-1971 ?
- (vi) Whether it is open to this Tribunal to go into issues like payment of bonus, conveyance allowance, arrears of wages, leave benefits, etc. ? If so, to what amount is he entitled under each head ?
- (vii) Whether it is within the competence of this Tribunal in this Reference to go into the question of fixing of pay of Shri Prabhu in terms of Shri A. T. Zambre's award dated 26-7-1969 ? If so to what pay is he entitled ?
- (viii) To what relief ?

7. The workman Shri Prabhu conducted the case in person. In support of his case he examined himself as WW-1 and filed Ex. W-1 to W-11. On behalf of the Management two witnesses were examined and their evidence closed. The matter was posted to 8-2-1979 for arguments on which date the workman prayed for time on personal grounds and the matter was adjourned to 21-3-1979. Within 5 minutes after the above order was passed Mr. Boda, Advocate for the Management appeared and stated that the date 21-3-1979 would not suit him. He also filed a memo stating that the case might be reopened and the Management be given an opportunity to lead additional evidence. A copy of this memo for permission to lead additional evidence was sent to the workman by registered post on receipt of which he sent the following telegram on 15-2-1979.

"STOP ACTION. MANAGEMENT RELATED APPLICATION 8TH INSTANT C.G.I.T. NO. 2/9 OF 1976."

On 21-3-1979 the workman appeared at about 12 noon and prayed for adjournment on the ground of some pain in the eye. The case was adjourned to 11-4-1979 finally. The learned Advocate for the Management appeared at 1 P.M. the same day, and noted the date of adjournment. On 11-4-1979 the workman absented himself without sending any application for adjournment. Therefore, the application filed by the Management for issue of summons to their witness M/s. Tulsidas Khimji was ordered and summons was issued for the next hearing date, namely, 12-4-1979. On 12-4-1979 also the workman absented himself. So he was set ex parte and Shri B. J. Malpekar, Head Clerk in the Personnel Department was examined as EW-3.

8. Since both the parties have adduced the evidence in full this Reference is being disposed of on the merits.

Issues 1 and 2 :

9. These issues are not presented by the learned Advocate for the Management. However, it may be necessary to set out the facts giving rise to these two issues. The workman herein Shri M. P. Prabhu admittedly began working for M/s. Pusalkar and Company, Customs House, Shipping and Forwarding Agencies, Bombay, in the Claims Department with effect from 14-4-1969. While the workman says that he was on the regular pay roll of this Company, the Company maintains that the workman was engaged on a contract basis and therefore, the relationship of Employer Employee never existed. The workman's case is that from 14-4-1969 till 20th September, 1971 he worked in the Company on which date the Company's Personnel Superintendent, Shri C. S. Umbralkar orally discharged him from service without assigning any reason whatsoever. The workman questioned the legality of his termination of service while the Company maintained that since the workman was only engaged on contract basis there was no question of termination of service. The matter was referred by the workman to the Assistant Labour Commissioner on 15-9-1972 for his intervention. The Assistant Labour Commissioner submitted his failure of conciliation report on receipt of which the Government referred the dispute to this Tribunal by their Order dated 9-3-1973 in the following terms :

"Whether the action of the management of Messrs. S. R. Pusalkar and Company, National Seamen's Union Building, 4, Goa Street, Ballard Estate, Bombay-1, in orally terminating the services of Shri M'odbidri Padmanabha Prabhu with effect from the 20th September, 1971 is justified ? If not, to what relief is the workman entitled ?"

This Court by its Order dated 8-6-1975 rejected the reference for the reason that no formal notice of demand was served on the management before the dispute was referred to the Assistant Labour Commissioner for conciliation. Thereafter the workman served a formal notice of demand on 15-10-1975 and thereafter requested the Assistant Labour Commissioner (Central) to take up the matter in conciliation. The Assistant Labour Commissioner immediately thereafter submitted his failure report on receipt of which the present Reference which is in identical terms with the earlier Reference of 9-3-1973 is made. It is sought to be argued that the order of termination rejecting the Reference as not maintainable operates as res judicata. Alternatively it is sought to be contended that the Government has no jurisdiction to refer the same dispute to

this Tribunal over again after this Court pronounced the earlier Reference as not maintainable. As already stated these two issues are not pressed and therefore held against the Management.

10. Shri Boda for the Company submits that after the rejection of the earlier reference by this Tribunal and before making the present reference the Government should have afforded the Company an opportunity of being heard. Since no such opportunity was given to the Company the present reference is said to be vitiated. Reliance is placed on the decision of the Karnataka High Court reported in 1978(I)LLJ, p. 544. It is held therein that where the impugned order has "civil consequences" on the employer the Government is bound to afford an opportunity to him to be heard. This view of the Karnataka High Court appears to be in conflict with the view expressed by the Supreme Court in the case reported in 1979, Labour and Industrial Cases, P.J. The contention advanced before the Court in that case was that once an Industrial dispute is raised and the Government declines to make a reference, the opposite party is entitled to act on the supposition that the dispute in question was not worth referring and as such a dispute would no more be in existence between the employee and the concerned employer and that the Government "cannot spring a surprise" by subsequently unilaterally making the reference without any fresh or additional material being brought to its notice. This argument was repelled by the Supreme Court. From the facts stated in that case also no notice seems to have been given to the employer before the Government changed its mind and decided to refer the dispute for adjudication. In the light of the Supreme Court's decision this contention is rejected.

Issue 3.

11. It has to be seen under this issue whether there is Employer and Employee relationship between the parties to the dispute. On behalf of the Management there is the evidence of Mr. Purundare, EW-1 the General Manager of this Company and that of Mr. Shirgaonkar, the Cashier (EW-2) as against the evidence of WW-1. Admittedly WW-1 the workman worked for this Company from 14-4-1969 till 31-7-1971. It is the case of the Company that after 31-7-1971 the workmen never worked for them whereas the case of the workman is that he was attending the office till 17-8-1971 on which date he submitted an application for leave on grounds of health. He went on extending the leave from 17-8-1971 till 18-9-1971. 19-9-1971 being a Sunday he reported himself for duty on 20-9-1971, according to him, along with a medical certificate of fitness. Mr. Umbralkar, the Personnel Superintendent did not allow him to resume work and asked him to leave the office. The workman ascertained from Mr. V. N. Dixit the Partner that the Company no longer desired to employ him. Admittedly the workman's name does not find a place in the muster roll. His salary or remuneration was being paid month after month on vouchers like Ex. E-13 (7 vouchers collectively). No Provident Fund contribution was being paid by the Company on account of the workman. There was no order of appointment or confirmation. According to the Company the non-inclusion of the workman's name in the muster, payment of remuneration on separate vouchers, non-payment of Provident Fund contribution, non-issue of the order of appointment or confirmation are consistent with their case that the workman was engaged on contract and not as full time servant. On the other hand the workman maintains that the above conduct of the Company shows unfair labour practice on the part of the Company but does not prove the case of employment on contract basis.

12. The case of the management is that on 14-4-1969 the workman along with one Shri Pai met the partner of the company Shri V. N. Dixit and requested him to provide him with a job. It is further alleged that WW-1 and Mr. Pai told Shri Dixit that as there was an industrial dispute pending between Canara Banking Corporation and WW-1, the latter be taken on a contract basis for six or seven months. They say that because of this request made by Shri Pai who is a common friend of WW-1 and Shri Dixit, WW-1 was given the assignment in question on a contract basis. To this effect EW-1, General Manager of the Company has deposed. WW-1 in the course of his deposition stated that at the time he took up the assignment in question his case against the Canara Banking Corporation was not instituted. He was then asked whether the said case was instituted during the period he was

with the company. The witness refused to answer that question on the ground that it had nothing to do with the present case. Then he added that without looking into the record he could not say when exactly that case was instituted. He admits that Shri Pai introduced him to Shri Dixit. He denied the suggestion that as he told the company that he was experiencing certain difficulties in the case against the Canara Banking Corporation he like to work on a contract basis. Shri Boda for the company refers to certain passages from the award given in the industrial dispute between the workman herein and the Canara Banking Corporation in support of his case that the dispute was in fact pending between WW-1 and the Bank on the date WW-1 joined the company. The company appreciating the difficulty faced by the workman in the context of the pendency of the case between WW-1 and Canara Banking Corporation treated him as a person working on a contract basis. The seven vouchers passed by the workman Ex. E-13 (collectively) for the remuneration paid to him by the company for the month of January to July 1971 are filed to show that WW-1 was working on a contract basis. Shri Prabhu (WW-1) relies upon certain circumstances to say that he was a regular employee of the company. He relies upon Ex. W-2 which is a photostat copy of the Dock Entry pass issued by the Bombay Port Trust in his favour during the period he served the company. Admittedly EW-1 the General Manager of the Company addressed a letter to the Docks Manager, Bombay Port Trust requesting him to issue a Dock Entry permit in favour of WW-1 describing him as the Assistant Manager of the company in their claims department Ex. W-3 which is a copy of the letter addressed by EW-1 to the Superintendent (Inspector) of Police, Yellow Gate Police Station requesting him to attest the Dock Entry permit issued in WW-1's favour stating that "the said employee (WW-1) is working with us as Assistant Manager, Claims Department and handles such other import and export duties as may be handed over to him from time to time". The contents of this letter are admitted. Ex. W-8 is a copy of the letter addressed by EW-1 to the Docks Manager, Bombay Port Trust requesting him to cancel the Dock Entry permit issued in WW-1's favour as the latter was no longer in their employment with effect from 1-9-1971. When confronted with these documents Exs. W-2 and W-3, EW-1 stated that in order to give some status to their representative WW-1 in the eyes of the Port Trust authorities and the Police they had to describe WW-1 as an Assistant Manager in their claims department.

13. WW-1 also relies upon the writing on the cover Ex. W-5 which is admittedly in the hand of the Cashier (EW-2) which reads "(46) Shri M. P. Prabhu Rs. 75". According to Shri Prabhu a sum of Rs. 75 was paid to him on 27-3-1971 towards bonus for the period April, May and June 1969 at the rate of Rs. 25 per month. When the attention of EW-1 was drawn to Ex. W-5 in his cross-examination he stated that this amount of Rs. 75 in the cover Ex. W-5 did not represent the bonus for the year 1969. He said he would produce, subject to availability the cash book and the register relating to payment of Rs. 75 on 27-3-1971. He also stated that if available he would produce the cash receipt for Rs. 75 passed by WW-1 on 27-3-1971. These documents are not produced. The Cashier EW-2 stated that he did not remember on what account the sum of Rs. 75 was paid to WW-1. He further stated that he did not remember ever having paid bonus to WW-1 during the period he was with the company. In his cross-examination he stated that he could not say if Rs. 75 was kept in that cover or if that amount was paid to WW-1. He does not also remember how Ex. W-5 happened to be in the custody of WW-1. The Bonus register for the year 1968-69 and the acquittance roll evidencing the receipt of bonus are relied upon to show that no bonus was paid to WW-1 because his signature does not appear there. When his name does not appear in the muster roll, we cannot expect the same to appear in the Bonus register or in the acquittance register. When the company does not produce the relevant documents to show on what account the sum of Rs. 75 was paid, the contention of WW-1 that it was paid to him on account of bonus cannot be brushed aside. The fact of payment of Rs. 75 enclosed in the cover Ex. W-5 is not seriously disputed.

14. The workman was maintaining movement and message book and also account book showing the various sums spent by him in going from place to place on account of company's work. The amount spent by WW-1 as entered in the account books Exs. W-9 and W-10 are scrutinised by the General

Manager EW-1 before the said amounts are reimbursed. EW-1 admits having dis-allowed two items of claim under the date 27-8-70 in the book Ex. W-9 for the reason those items related to sundry items of expenditure incurred by WW-1 without prior permission. The movement and message book Ex. W-11 is maintained by the workman to enable the company to keep track of his daily movements to contact him whenever necessary and probably to counter-check the items claimed by him by way of reimbursement in the T.A. registers Ex. W-9 and W-10. As already stated WW-1 was attending to the claims work of this company which involved visiting of Bombay Port Trust, Docks, Customs Office etc. Reliance is also placed on Ex. W-4 which is a true copy of the chit issued by the partner Shri Dixit to the Cashier directing him not to pay WW-1 any salary for the month of June, 1971 before he met either EW-1 or Shri Dixit. It is argued that the words 'payment of salary' occurring in Ex. W-4 improbably the theory of payment on contract basis.

15. Great reliance is placed by the company on the vouchers Ex. E-13 (collectively) in support of the case that WW-1 was engaged on a contract basis. Ex. W-13 consists of 7 vouchers evidencing payment of remuneration for the months of January to July, 1971. All these vouchers read alike. The voucher for January 1971 reads as follows :—

"30-1-1971

Received from S. R. PUSAIKAR & CO. Bombay-1 the sum of Rupees (in words) Four hundred ten only being amount received for the month of January 1971 for contractual work in the above month.

Rs. 410.

Receiver's signature
Sd/-
30-1-71"

Shri M. P. Prabhoo

WW-1 contends that the words 'for contractual work in the above month' occurring in each of these vouchers are added after the present dispute arose to defeat his claim. The writing in all these vouchers is in the hand of EW-2 the cashier. When he was asked to explain why the words 'for contractual work in the above month' in the above vouchers appear in different ink he denied that there is any difference in ink between those words and the rest of the writing in the vouchers except in the case of the vouchers for February and June, 1971. The explanation given by him is that he must have been called by the General Manager while those vouchers were under preparation and on his returning to his seat he must have completed the rest of the writing on these vouchers with a different pen. According to him he keeps five pens in his drawer. Whatever that may be these vouchers do not advance the case of the company on the question whether there existed employer-employee relationship between the parties. According to the company the workman and Shri Pai requested the company not to include his (WW-1's) name in their registers as their employee in view of the pendency of an industrial dispute between WW-1 and the Canara Banking Corporation. Consistently with that understanding between the parties the vouchers Ex. E-13 were so drafted.

16. In the vouchers passed for the months of March and July, 1971 the number of days WW-1 was absent during each of those months is noted. In the voucher for the month of March, 1971 the letters "2D. W.P. (15/16)" appear. The above letters stand for '2 days without pay 15-3 and 16.3'. In the voucher for the month of July, 1971 it is noted that "Shri M. P. Prabhu 4 days' full". Admittedly the entire remuneration due for both the months was paid. What is stressed by WW-1 is that the company was making note of the number of days he was absent during the course of each month. He also says that he had applied for casual leave for the days he was absent in those two months. Copies of casual leave applications alleged to have been sent by him are filed. The copies of casual leave application filed by WW-1 do not bear the date stamp of the company or the signature of the Receive Clerk with date. Therefore not much reliance can be placed on these documents. WW-1's point is that the company would not have taken note of the number of days he absented himself from duty had he been on contractual work. EW-1 the

General Manager stated that one of the terms of the contract was WW-1 was not required to attend the office daily. The Court put a question to him that whether WW-1 could sit in his house all the 30 days in a month without attending to any work of the company and yet claim his remuneration in full. The witness answered in the affirmative. The conduct of the company in noting the number of days WW-1 was absent does not seem to be consistent with EW-1's statement. This is yet another point in favour of the workman's contention.

17. It is argued by Shri Boda for the company that if the workman's contention is to be accepted his designation is Assistant Manager of the company in their claims department. The very designation Assistant Manager connotes that it is a managerial post and consequently excluded from the scope of the Act. He went on to say that the evidence of the workman clearly shows that he was discharging managerial functions. WW-1 deposed that he was handling completely the claim section consisting of about 450 files. He was given the assistance of 2 clerks and 2 typists. The Clerks had to draft claims correspondence and submit the same to him for approval. At times he would dictate some letters to them. In reply to another question he stated after intimating the days' programme to EW-1 he would go out to attend to the work as per the programme. He again stated that he was handling the claims work independently subject to the correspondence being signed by the General Manager. The two typists and the two clerks would follow his instructions to the extent of drafting and typing of the correspondence. The clerks were attending exclusively to the claims work. He denies the suggestion that the two clerks working under him had to take his prior approval before applying for leave. He does not remember if he had to orally recommend sanction of their leave or if the General Manager consulted him before granting leave to those two clerks. He admits that these two clerks used to inform him beforehand about their availment of leave. He did not remember whether that intimation was given before or after the sanctioning of leave. He also does not remember that those two clerks and typists were taking his permission for coming late and leaving early. He also says that he was attending to claims work independently immediately after the file was entrusted to him using his own judgement. The point that has to be noticed is that though WW-1 was dictating the letters and correcting them he was not competent to sign office letters on behalf of the company. He was merely initialling the letters and placing them before the General Manager for his signature before being dispatched to the parties. He does not seem to have had any administrative control over the two clerks and typists working under him. He was not maintaining their confidential reports or recommending them for promotion and for drawing of increments. He was not granting them leave whether casual or priviledge leave. On this evidence it cannot be held that WW-1 was discharging managerial or administrative functions. His salary was Rs. 410 per month by the date he left the company's service. Shri Boda finally argued that the workman has got what he has bargained for. In view of the pendency of the Industrial Dispute between him and the Canara Banking Corporation he did not want the Company to show his name on his muster roll. So he asked the Company to pay him his remuneration in terms of the voucher marked Ex. E-12 (collectively) which the company did. It is argued that he cannot now turn round and complain that what the Company has done has caused grave injustice to him. I agree with Mr. Boda that only with the concurrence of WW-1 his name would not have been included in the muster roll. WW-1 who is familiar with the Labour laws as claimed by him in Ex. W-1, the application he claims to have submitted to this company for appointment, he would not have kept quiet if the Company did not include his name in the muster roll or pay contribution towards his provident fund. From this circumstance it is argued that when the workman himself did not desire that he should be shown as an employee of the Company on its registers he cannot be premitted to make the present complaint. May be, the workman is guilty of trying to take undue advantage in the Industrial Dispute pending between him and the Corporation Bank by persuading this Company not to show him on their registers as an employee. But still on this ground his present claim cannot be rejected, applying the principle of *In pari Delicto*.

For the aforesaid reasons issue No. 3 is found in workman's favour.

Issue 4 :

18. The workman says that his services were orally terminated with effect from 20-9-1971. According to him he applied for grant of privilege leave on 17-8-1971 from 17-8-1971 to 21-8-1971 both days inclusive with permission to suffix the holiday on the 22nd as he was suffering from back pain. He extended the leave by his letter dated 23-8-71 by 7 days from 22-8-71 to 28-8-1971 as he was to take rest for his back ache. The leave was further extended from 29-8-1971 to 18-9-1971 with permission to suffix the holiday occurring on 19-9-1971 on account of the same complaint of back ache. The above three letters are said to have been despatched under three different certificates of posting. In his statement of claim WW-1 stated that on 20-9-1971 he went to the office with a certificate of fitness issued by a competent Doctor to report himself for duty, but he was not given any work. He was made to sit idle by one Shri Umbralkar the then Staff Superintendent. In spite of it he drafted a few letters at the request of two employees of the company. He went on to say "the drafts of the said letters will be relied upon at the time of hearing to prove that the workman turned up for duty on 20-9-1971". The management denies having received the leave letters referred to above by post or otherwise. They also deny the assertion that WW-1 had attended the office on 20-9-1971. The workman as WW-1 deposed to the above facts but he failed to produce the letters he claims to have drafted on 20-9-1971 as stated in his claims statement. Nor did he produce the medical fitness certificate he claims to have secured before reporting himself for duty on 20-9-1971. He does not refer to the securing of this medical certificate during the course of his evidence. He does not ask the General Manager EW-1 about the production of this medical certificate on 20-9-1971. He did not even ask EW-1 if it was not a fact that he had attended the office on 20-9-1971. The certificates of posting filed by WW-1 do not tally with the dates the applications for leave purport to bear. One certificates of posting bears the date 20-8-71 when the application for leave bears the date 17-8-1971. While the next application for leave bears the date 23-8-71 the certificate of posting bears the date 25-8-71. The last leave application was of 30-8-71. There is no corresponding postal certificate of that date. The third certificate of posting that is filed bears the date 8-9-71. The learned Advocate for the company says that since the dates of leave letters do not tally with the dates appearing on the postal certificates these leave applications may be rejected as fabrications. But the company should have received the letters posted under the three certificates of posting now filed before Court, to show that they were not the leave applications in question. From the non-production of these letters posted under these certificates of posting it must be presumed that the leave applications dated 17-8-71, 23-8-71 and 30-8-1971 were the letters posted under the three certificates of posting now before Court. These letters were posted from the Stock Exchange post office in Bombay which I am told is very close to the office of the company in Bazargate street. No medical certificate is produced to show that the workman was ailing from bodily pain during the period in question. The workman applied for leave from 17-8-71 to 21-8-71 both days inclusive on account of back ache while his evidence shows that he was present in the office on 17-8-71. As WW-1 he deposed that in Ex. W-10 Conveyance allowance register two vouchers passed for Rs. 4.20 and Rs. 2 are kept. The voucher for Rs. 2 bears the date 17-8-71 and EW-1 passed the same under the same date. So WW-1 could not have been on leave on 17-8-71. When he was present in the office on that date we do not know why he had to send the application for leave by post instead of handing it over to EW-1 in person. There is no cross-examination of WW-1 on these lines. In the circumstances I hold that the workman in fact applied for leave from 17-8-1971 to 18-9-1971. When he clearly stated in his application that he was turned out of office on 20th September, 1971 by Mr. Umbralkar, the Personnel Superintendent of this Company should have been examined by the Co. to deny that fact on 20-9-1971. The workman has further alleged that when he asked Mr. Dixit, the partner if he should leave in terms of the direction given by Mr. Umbralkar Mr. Dixit confirmed that fact. Mr. Dixit is also not examined to deny that averment. In the absence of the evidence of M/s. Dixit and Umbralkar I see no reason why the evidence of WW-1 should not be accepted when he says that when he reported himself for duty on 20-9-1971 Mr. Umbralkar and Mr. Dixit asked him to leave the office saying that he was no longer required there. This mode of terminating the services of a workman cannot be upheld. I

hold on issue 4 that the termination of the services of WW-1 with effect from 20-9-1971 is not legal.

Issue 5 :

19. The workman claims reinstatement with full back wages from 20th September, 1971 on the ground that his services were illegally dispensed with. In the light of the finding on Issue 4 the applicant is entitled to claim back wages and also reinstatement if he is not gainfully employed elsewhere. Shri Boda for the Company submits that with effect from September, 1974 WW-1 has been in the employment of M/s. Tulsidas Khimji Private Limited, Bombay and therefore he is not entitled to reinstatement. It is his further contention that WW-1 is not entitled to claim back wages from 21-9-1971 till September, 1974, in the light of the decision reported in 1977 (1) LLJ, page 471 Supreme Court [Cox and Kings (Agents) Ltd. v. their workmen]. There is ample evidence to show that WW-1 has joined the service of M/s Tulsidas Khimji from September, 1974. Shri Malpekar, EW-3 is the Head Clerk in the Personnel Department of that Company. He has produced salary registers for the period September, 1974 to October, 1978 to show that WW-1 has been regularly receiving salary from this Company month after month. He has also filed the Personal File of WW-1 maintained by him which contains the application submitted by WW-1 for employment in that Company. A photo of WW-1 is pasted to that application at the top and from that there can be no dispute regarding the identity of Mr. Prabhu working in that Company. Further in the course of that application he admitted having worked for M/s. S. R. Pusalkar & Company, the company in question for 2 1/2 years. EW-3 further deposed that on 11-4-1979 and 12-4-1979 WW-1 attended the office of M/s. Tulsidas Khimji's as usual. EW-3 has further deposed that the salary of WW-1 in M/s Tulsidas Khimji's with effect from October, 1978 is Rs. 1061.20 p.m. Relying on the evidence of EW-3 and the salary register E-14 to E. 18 and the Personal File Ex. E-19, I hold that WW-1 has been gainfully employed in M/s Tulsidas Khimji from September, 1974 till the date of the deposition of EW-3. It follows that the question of reinstatement does not arise.

20. The next submission of Mr. Boda is that WW-1 is not entitled to back wages from 21-9-1971 till September, 1974 either. As already stated in the earlier Reference CGIT-2 of 1973 the Company took the plea that the reference was bad in law in as much as the workman failed to raise the dispute with the company prior to the date of conciliation proceedings by serving a charter of demands on it. The Court accepted that contention and held that as no dispute was raised by the workman with the management prior to the date of reference by the Government for adjudication, the reference made was not competent. In this view of the matter the reference was rejected. WW-1 in para. 22 of his claim statement in the present reference has stated that after the rejection of the earlier reference CGIT-2 of 1973 he served a notice of demand for reinstatement, etc. on the management by his letter dated 15-10-75. Thereafter he moved the Assistant Labour Commissioner (Central), Bombay, by his letter dated 31-1-1976 for his intervention. The Assistant Labour Commissioner submitted his failure report on 12-3-1976 on the basis of which the Government had made this reference by their order dated 3-5-1976. Shri Boda for the company argues that as per the Award passed in Reference No. 2 of 1973 there could be no valid Industrial Dispute till a formal notice of demand was served on the company. This requirement WW-1 complied with on 15-10-1975. It is the contention of Shri Boda that till 15-10-1975 there was no valid Industrial Dispute in the eye of law. Therefore, if any back wages have to be paid to WW-1 it should be only from 15-10-1975 and not earlier. Since WW-1 has already been in the service of M/s Tulsidas Khimji Limited by 15-10-1975 he is not entitled to any such relief. This contention finds support from the decision of the Supreme Court reported in 1977 (1) LLJ page 471. Therefore, on point 5 I hold that WW-1 is not entitled to claim any back wages prior to 15-10-1975.

Issue 6 :

21. There was an employer and employee relationship between the company and WW-1 during the period 14-4-1969 to 20-9-1971 as per the finding on issue 3. For this period WW-1 claims bonus. He says that except a sum of Rs. 75 paid to him on 23-7-1971 towards bonus for the months of April, May and June, 1969 no other amount has been paid to him

on this account. It follows that WW-1 is entitled to claim bonus for the aforesaid period he was in the service of the company.

22. WW-1 has not stated during the course of his evidence what the exact amount due to him was by way of reimbursement of conveyance allowance. Nor has he elicited any information from EW-1 the General Manager on this point. Since there is no evidence on this point his claims for reimbursement of conveyance allowance has to be rejected.

23. WW-1 states that he has not been paid wages for the period 1-8-1971 to 20-9-1971. This period of absence may be treated as leave with full pay though WW-1 has not established his case that he was absent from 17-8-1971 till 20-9-1971 on grounds of health.

24. WW-1 says that he should be permitted to encash the privilege leave standing to his credit by the date of termination of his service namely, 20-9-1971. During the course of his evidence he has not stated how many days privilege leave he was entitled to by 20-9-1971 nor has he elicited this information from the General Manager EW-1 or the Cashier EW-2. Therefore, this relief is also rejected. The workman then claims difference in wages. According to him when he joined the company's service on 14-4-1969 he was orally promised an initial starting salary of Rs. 450 p.m. but actually paid Rs. 300 p.m. till 1-9-70. From 1-9-70 till 31-12-70 he was paid Rs. 325 p.m. and from 1-1-71 Rs. 410 p.m. WW-1 seems to claim the difference in wages between the amount originally promised and that actually paid. There is only the oral evidence of WW-1 in support of his case as against that of the General Manager EW-1. Shri Boda for the company submits that if WW-1 had really been promised Rs. 450 p.m. and was actually paid Rs. 300 p.m. he would not have accepted this service. I agree with this contention. I hold that WW-1 is not entitled to any amount by way of difference in wages on this basis.

25. Though the applicant WW-1 is not entitled to arrears of wages from 20th September, 1971 till September, 1974 when he secured employment in M/s. Tulsidas Khimji Ltd. still I see no reason why he should not be compensated for the abrupt and irregular termination of his service.

26. Taking the various amounts due to him under the heads arrears of salary, bonus and compensation for the abrupt and illegal termination of service, I feel that in the circumstance of the case a sum of Rs. 4000 will meet the ends of justice.

ISSUE 7 :

27. The workman claims salary in terms of the Award of Shri Zambre in Reference No. CGIT-13 of 1967 as modified by the Supreme Court by its judgment dated 14-10-1970. He complains that the Management have not properly implemented the terms of the said Award. The company in its written statement denies this averment. Since the order of reference does not require this Tribunal to go into the question whether the salary of WW-1 is correctly fixed in terms of the Award of Shri Zambre, this Tribunal cannot go into that question at the instance of the workman. The only question that is referred to this Tribunal is whether the termination of the services of the workman herein is justified. The objection taken by the management appears to be well founded. On this issue I hold that this Court has no jurisdiction to go into the question whether the workman should be paid wages in terms of the aforesaid Award.

ISSUE 8 :

28. In the result the termination of the workman's service with effect from 20-9-1971 is held to be not justified. His claim for reinstatement and back wages is rejected. Instead, as compensation for the illegal termination of service, towards arrears of bonus for the period April, 1969 to 20-9-71 (less the sum of Rs. 75 paid on 23-7-1971) and the arrears of salary for the period 1-8-71 to 20-9-71 a consolidated sum of Rs. 4000 is awarded. The reference is accordingly answered.

P. RAMAKRISHNA, Presiding Officer

Reference No. CGIT-2/9 of 1976

Appendix of Evidence for the workman Shri M.P. Prabhu
Oral Evidence.

Sl. No.	Name of the witness	Exhibit No.
1.	Shri M.P. Prabhu	W-WW-1

Documentary evidence.

1. Duplicate copy of application dated 11-4-69	W-1
2. Photostat Dock Entry Pass of Shri M.P. Prabhu dated 11-8-69	W-2
3. Letter from Shri S.K. Purandare to the Superintendent of Police, Yellow Gate Police Station, Bombay dated 12-8-1969	W-3
4. Letter dated 30-6- to Shri Paranjpe	W-4
5. Envelope containing No. 46 with Rs. 75 in name of Shri Prabhu	W-5
6. 13 leave applications dated 9-5-69, 3-6-69, 22-5-70, 4-5-71, 26-6-71, 6-7-71, 13-7-71, 26-7-71, 12-8-71, 17-8-71, 23-8-71 and 30-8-71	W-6
7. Three under Certificate of postings	W-7
8. Copy of letter dated 1-10-1971 from the company addressed to the Docks Managers, B.P.T., Bombay-1.	W-8
9. Two books for conveyance from 13-7-70 to 30-6-71	W-9
10. Two vouchers dated 6-8-71 for Rs. 4.20 and 17-8-71 for Rs. 2/-	W-10
11. Daily movement book named with pages 1 to 6 from 11-5-71 to 30-6-71.	

Appendix of Evidence for the Employers M/s S.R. Pusalkar & Co.

ORAL EVIDENCE

1. Shri S.N. Purandare	EW-1
2. Shri P.V. Shirgaonkar	EW-2
3. Shri V.J. Malpekar	EW-3

Documentary evidence

1. Visit book of the Provident Fund Inspector	E-8
2. Acquittance Register (Payment Register from 1-7-68 to June, 1972)	E-10
3. Muster book from January 1969 to Dec. 1971	E-11
4. Bonus Register from 1965-66 to 1970-71	Ex-E-12
5. Receipt dated 30-1-71, 21-2-71, 31-3-71, 30-4-71, 31-5-71, 30-6-71 and 31-7-71	E-13
6. Salary registers of M/s Tulsidas Khimji Pvt. Ltd. 1973-74	(collectively) E-14
7. Salary register of M/s Tulsidas Khimji Pvt. Ltd. 1974-75	E-15
8. Salary register of M/s Tulsidas Khimji Pvt. Ltd. for 1975-76	E-16
9. Salary register of M/s Tulsidas Khimji Pvt. Ltd., for 1976-77	E-17
10. Salary register of M/s Tulsidas Khimji Pvt. Ltd. for 1977-78	E-18
11. Original application file of Shri M.P. Prabhu maintained by M/s Tulsidas Khimji Pvt. Ltd.	E-19

[No. L-31012(3)/76-D. IV(A)]

NAND LAL, Desk Officer

New Delhi, the 19th May, 1979

S.O. 1822.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Kustore Colliery of Messrs Bharat Coking Coal Limited, Post Office Kustore, District Dhanbad and their workmen, which was received by the Central Government on the 18th May, 1979.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

No. 1 AT DHANBAD.

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 30 OF 1978

PARTIES

Employers in relation to the management of Kustore Colliery of Messrs Bharat Coking Coal Limited, Post Office Kustore, District Dhanbad.

AND

Their Workmen.

APPEARANCES

For the Employers : Shri T. P. Choudhury, Advocate
For the Workman : None.

State : Bihar. Industry : Coal.

Dhanbad, the 12th May, 1979

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. L-20012/20/78-D. III(A), dated the 18th September, 1978, for the adjudication of the following industrial disputes :

"Whether the demand of Shri Lok Nath Ram, Underground Trammer, that the management of Kustore Colliery of Messrs Bharat Coking Coal Limited, Post Office Kustore, District Dhanbad, should reinstate him with back wages with effect from the 27th October, 1976, is justified ? If not, to what relief is the said workman entitled."

2. The parties have filed a settlement. The terms of the settlement appear to be fair and proper. Award is given in terms of the settlement which shall form part of the award.

S. N. JOHRI, Presiding Officer

BEFORE THE CENTRAL GOVT. INDUSTRIAL

TRIBUNAL No. 1 AT DHANBAD.

Reference No. 30 of 1978

Employers in relation to the management of Kustore Colliery.

AND

Their workman

(Shri Loknath Ram)

That the above dispute has been amicably settled between the parties in terms of a memorandum of settlement dated 1-3-79, under which, the concerned workman Shri Loknath Ram has already been provided with work in Hurriladih Colliery as substitute Miner.

2. That a copy of the settlement is attached to this application, which may be treated as part of this application.

3. That since the settlement is fair and reasonable, it is prayed that the Hon'ble Tribunal will be pleased to accept the same and give its award in the terms of the settlement.

For & on behalf of the workmen. For & on behalf of the employers.

Sd/- Illegible.
workmen.

Sd/- illegible 9-5-79

MEMORANDUM OF SETTLEMENT PARTIES

For management

1. Dr. A. S. Prasad,
General Manager,
Kustore Area.
2. Shri P. M. Mohnot,
Superintendent,
Kustore Colliery.
3. Shri N. Mukherjee,
Sr. Personnel Officer,
Kustore Area.

For workman

Shri Loknath Ram,
workman himself.

Short recital of the case

Shri Loknath Ram was working as a Casual/Badli worker of Kustore Colliery. He has stopped from work in October, 1976 alongwith others. Subsequently some of other casual workers were allowed to resume duties as per the policy decision of the company. Since Shri Loknath Ram's case was not fit for consideration as per the policy decision of the company, he was not allowed to resume his duties. He raised an industrial dispute through Khan Mazdoor Congress, before the Asstt. Labour Commissioner (C), Dhanbad-IV, which ended in a failure. Subsequently the dispute has been referred to the Industrial Tribunal No. 1, Dhanbad vide reference No. 30 of 1978.

In the meantime, the matter was discussed for mutual settlement with the workman concerned in a number of occasions and the matter was resolved on the following terms of settlement :

Terms of Settlement.—Since Shri Loknath Ram has put 70 days attendance in 1974, 31 days attendance in 1975 and 106 $\frac{1}{4}$ days attendance in 1976, as per the policy decision of the company, his name will be put on the list of Substitute Miners, with immediate effect without any back wages.

2. Shri Loknath Ram shall be provided work on 'as and when' required basis strictly in terms of company's necessity to cover the excessive absenteeism.

3. Shri Loknath Ram shall be engaged as a Substitute U/g. Miner/ Loader for temporary period to cover the excessive absenteeism, subject to detailed verification of his identity and medical fitness to undertake the job.

4. Shri Loknath Ram shall be provided work in any colliery/ establishment of BCCL and he will not insist for providing work in any particular colliery/establishment of BCCL. Thus, the management will have the right to transfer them to any colliery/ establishment of Kustore Area and those of BCCL in case of necessary. At this moment he is placed as substitute Miner in Hurriladih.

5. A copy of this agreement shall be forwarded to the presiding Officer, Central Government Industrial Tribunal No. 1, Dhanbad with a request to close the reference case under Reference No. 30 of 1978.

Sd/-8-3-79

(A.S. Prasad)

Sd/-

(P.M. Mohnot)

Sd/-1-3-79

(N. Mukherjee)

Sd/-1-3-79

(Loknath Ram)

[No. L-20012/20/78-D.III(A)]

New Delhi, the 21st May, 1979

S.O. 1823.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Patherdh Colliery of Messrs Bharat Coking Coal Limited, Post Office Patherdh, District Dhanbad and their workman, which was received by the Central Government on the 18th May, 1979.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD.

In the matter of a reference Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 26 of 1978

PARTIES :

Employers in relation to the management of Patherdih Colliery of Messrs Bharat Coking Coal Limited, Post Office Patherdih, Dist. Dhanbad.

AND

Their Workman

APPEARANCES :

For the Employers : Shri G. Prasad, Advocate
For the workman : None.

State : Bihar Industry : Coal

Dhanbad, the 12th May, 1979

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. L-20012/45/78-D. III(A), dated, the 12th September, 1978, for the adjudication of the following industrial dispute :

"Whether the action of the management of Patherdih Colliery of Messrs Bharat Coking Coal Limited, Post Office Patherdih, District Dhanbad, in dismissing Sarvashri Rashid Ansari, Electrical Helper (working as Electrician), Samsul Mian Miner/Loader (working as Fitter Helper) and Awadh Mandal, Wagon Loader (working as Lamp Issue Clerk), with effect from the 17th June, 1977, is justified? If not, to what relief are the said workmen entitled?"

2. The reference was made at instance of the three workmen under Section 2A of the Industrial Disputes Act. Subsequent to the reference two of the workmen, namely, Sri Awadh Mondal and Sri Samsul Mian entered into a settlement. They have been taken back in service in pursuance of the settlement which has thus been acted upon. The terms appear to be reasonable because the settlement atleast secured them service carrier. The award with respect to these two is given in terms of the settlement which shall form part of the award.

S. N. JOHRI, Presiding Officer.

Om-PER/Settlement/XI/78/12452-61 dt. 27-12-1978

FORM 'H' [See Rule 58(4)]

MEMORANDUM OF SETTLEMENT

Representing the Management

1. Shri L. Prasad, Supdt., Patherdih Colliery.
2. Shri T. K. Singh, Personnel Manager, Bhowra Area.

Representing the Workmen

1. Shri Awadh Mondal, Patherdih Colliery.
2. Shri Samsul Mian, Patherdih Colliery.

SHORT RECITAL OF THE CASE

Shri Awadh Mondal and Shri Samsul Mian along with Shri Rashid Ansary were dismissed with effect from 17-6-1977 from Patherdih Colliery.

The workmen and Janata Mazdoor Sangh represented that they should be allowed to resume duty. Head Quarters under their letter No. BCCL/LGL/Ref/PKR/78/2255, dated

10th November 1978 has cleared re-instatement without any back wages and the same has been approved by General Manager, Bhowra Area, who is competent authority. There is a reference case pending before C.G.I.T. No. I, under Case No. 26 of 1978. The parties unanimously agreed to the following terms of settlement.

Terms of Settlement

1. That Shri Awadh Mondal and Shri Samsul Mian will be re-instated with immediate effect at Patherdih Colliery.
2. That no wages will be paid to them for the period of idleness.
3. That the period of idleness will be treated as leave without pay for the purpose continuity of service.
4. That a copy of the settlement will be filed in Tribunal No. I, so that the Award can be passed by the Hon'ble Tribunal as per the terms of this settlement.
5. That a separate settlement will be signed by Shri Rashid Ansari as he is not the member of Janata Mazdoor Sangh.
6. That Shri Awadh Mondal and Shri Samsul Mian shall report for duty to Colliery Supdt., Patherdih Colliery within 7 (seven) days of this settlement.

For Management	For Workmen
1. Sd/- (L. Prasad) Colliery Supdt., Patherdih Colliery.	1. Sd/- (Awadh Mondal)
2. Sd/- (T. K. Singh) Personnel Manager, Bhowra Area.	2. Sd/- (Samsul Mian)

Witness :

1. Sd/- illegible
2. Sd/- -do-

Dated : 27-12-78

Part of the Award.

[No. L-20012/45/78-D.III(A)]
S. H. S. IYER, Desk Officer.,

New Delhi, the 23rd May, 1979

S.O. 1824.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, in the industrial dispute between the employers in relation to the management of Bailadila Iron Ore Project Deposit No. 14, Kirandul and their workmen, which was received by the Central Government on the 9th May, 1979.

BEFORE SHRI S. N. JOHRI, B. Sc., M. M.,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (29)/of 1978

PARTIES :

Employers in relation to the management of Bailadila Iron Ore Project Deposit No. 14, Kirandul and their workmen represented through the Secretary, Samyukta Khadan Mazdoor Sangh (AITUC), Bailadila Branch, P. O. Kirandul Distt. Bastar (M. P.).

APPEARANCES :

For Workmen—Shri Gulab Gupta, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Iron Ore—DISTRICT : Bastar (M. P.).

Dated April 26th, 1979

AWARD

This is a reference made by the Government of India in the Ministry of Labour, vide its order No. L-26012/14/77-D. III. B. dated 30th May, 1978 for the adjudication of the following industrial dispute :

"Whether the action of the Management of Bailadila Iron Ore Project Deposit No. 14, Kirandul in not allowing the pay scales of Rs. 315-513, Rs. 400-628 and Rs. 490-838 to the categories of Dumper Operators Grade II/I and Sr. Dumper Operators respectively w.e.f. 1-4-1970 is justified ? If not, to what relief the said workmen are entitled ?".

2. The chart Annexure-I will show as to how the management has fitted the Dumper Operators w.e.f. 1-4-1970 and 1-9-1974 in the corresponding standard scales and revised scales in pursuance of the conciliation settlement dates 30-11-1971 and 15-2-1976 respectively.

3. According to the union the existing scales of the Dumper Operators were not mentioned in para 1.1 of settlement Ex. M-1 except the one of Dumper Operator Grade III hence the process of fitting in the corresponding standard scale of the nearest existing scales of that para of the settlement as shown below was not correct :—

Designation	Existing scales of Dumper Operator	Equated to the nearest existing scale in para 1.1 of the settlement	Fitted in the corresponding standard scale vide colom No. No. 7 of the Annexure I.
1	2	3	4
Sr. Dumper Operator	250-400	250-380	400-628
Dumper Operator Gr. I	200-385	200-380	315-513
Dumper Operator Gr. II.	150-245	150-250	285-417
Dumper Operator Gr. III.	125-205	125-205	250-358

Thier case fell under para 11.9 which left open the dispute about the existing scales omitted from para 1.1. As the management did not concede the demand about prescribing their corresponding standard scales a fresh so the reference is valid and not barred by the settlement Ex. M-1.

4. Management's case is that the corresponding standard scales of Dumper Operators were prescribed by the settlement and as that settlement has not been set aside by a notice under S. 19, no valid industrial dispute could be raised and the reference was therefore bad. The provisions of para 11.9 did not apply to the case of Dumper Operators. They have relied on para 2.1 for equating the scales of Dumper Operators with the nearest existing scales for purpose of determining their corresponding standard scales.

5. Para 2.1 speaks of fitment. It does not say anything about the manner in which the corresponding standard scale shall be selected by equating the omitted scale with the nearest existing scale. But the process of selecting the nearest existing scale is apparent from para 1.1 itself where several similar scales with slight variations have been clubbed together for corresponding them to one standard scale.

6. This process is again clear from Annexure I and II of the settlement which specifically lay down the existing and standard designations and existing and corresponding standard scales of dumper operators. It is clear from their comparative study that the designation of Dumper Operator Grade III was abolished and upgraded by the settlement Ex. M-1. That is why both Grade II and Grade III Dumper Operators were clubbed together for being given one common corresponding standard scale. This specific mention of designations and grades of dumper operators in the annexures of the settlement leave no measure of doubt about their cases and scales being covered and decided by the settlement specifically

7. Para 11.9 is only a residuary clause added to the settlement by way of abundant caution. It will not apply to the existing scales of dumper operators, though omitted from para 1.1, yet specifically considered and provided with corresponding scales and designations in the Annexures. The case of Dumper Operators is thus specifically covered by the settlement Ex. M-1.

8. In view of the settlement Ex. M-1 being still in force, having not been set aside by a notice u/s 19 of Industrial Disputes Act, no valid dispute could be raised by the union and as such is reference is invalid in law. The Government had no jurisdiction to refer a dispute which had no legal existence.

9. The reference is answered accordingly.

ANNEXURE I
Chart showing fitness in corresponding scales.

Sl. Existing designations before 1-4-70	Refer page number of Annexure I of settlement dated 30-11-71 Ex. M-1	Existing scale vide order Dt. 5-12-69 effective from 15-11-69 Ex. W-1	Corresponding standard designation w.e.f. 1-4-70 vide	Refer page number of Annexure II of settlement dated 30-10-71 Ex. M-1	Fitted in the nearest corresponding scale w.e.f. 1-4-70 vide	Fitted in the corresponding revised scale w.e.f. 1-9-74 vide	Scale claimed on 1-4-70 with its corresponding revised scale vide Ex. M-3
1. Senior Dumper Operator	Item No. IX serial no. 17 Page 42.	250-440	Senior Dumper Operator	Item No. IX Serial No. 11 page 52.	400-628	500-764 (para 2.3.1)	490-838/ 590-950.

1	2	3	4	5	6	7	8	9
1. Senior Dumper Operator	Item No. IX serial no. 17 Page 42.	250-440	Senior Dumper Operator	Item No. IX Serial No. 11 page 52.	400-628	500-764 (para 2.3.1)	490-838/ 590-950.	
2. Dumper Operator Gr. I	Item No. VII Serial No. 13 Page 40.	200-385	Dumper Operator Gr. I	Item No. VII Serial No. 4 Page No. 50.	315-513	415-631 (para 2.3.1)	400-628/ 500-764	
3. Dumper Operator Gr. II	Item No. V Sl. No. 10 Page 38.	150-245	Dumper Operator Gr. II	Item No. V Sl. No. 7 Page 48.	285-417	385-553	315-513/ 415-631	
4. Dumper Operator Gr. III	Item No. IV Sl. No. 27 Page 36.	125-205	Dumper Operator Gr. II	Item No. V Sl. No. 7 Page 48.	285-417	385-553	315-513/ 415-631	

S. N. JOHRI, Presiding Officer
[No. L. 26012/14/77-D.III-B].
A. K. ROY, Under Secy.

New Delhi, the 25th May, 1979

S.O. 1825.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri J. G. Kumaramangalam and Shri Kanti Mehta, Arbitrators in the industrial dispute between the employers in relation to the management of Hindustan Zinc Limited, Udaipur and their workmen represented by the Zawar Mines Mazdoor Sangh, which was received by the Central Government on the 9th May, 1979.

BEFORE

Shri J. G. Kumaramangalam, Managing Director, Bird & Co. Ltd. Calcutta.

AND

Shri Kanti Mehta, President Indian National Mine Workers Federation Calcutta.

In the matter of

Reference to Arbitration under Section 10A of the Industrial Disputes Act, 1947, an industrial dispute between Hindustan Zinc Ltd., 6, New Fatehpura, Udaipur (hereinafter referred to as the 'Company') and their workmen represented by the Zawar Mines Mazdoor Sangh, Zawar Mines, Udaipur (hereinafter referred to as the 'Sangh')

Shri V. V. Jaykumar, Dy. G. M. (Pers.) Hindustan Zinc Ltd.—representing the 'Company'.

Shri B. Choudhury General Secretary—representing the 'Sangh'.

The Government of India, Ministry of Labour, by Order dated 8/12/78, referred to us for arbitration of an industrial dispute between Hindustan Zinc Ltd., 6 New Fatehpura, Udaipur and their workmen represented by Zawar Mines Mazdoor Sangh, Zawar Mines, Udaipur, under Section 10A of the Industrial Disputes Act, 1947.

1. The specific matters under dispute are as follows :—

- whether the demand of the Sangh that the workers who have not been provided with quarters by the Company and residing in non-municipal areas should be paid house rent allowance equivalent to 7½ per cent of the basic pay, subject to a minimum of Rs. 30/- per month is justified ? If not, to what other relief workmen concerned are entitled to ? And from what date ?
- whether the demand of the Sangh that the workers residing in municipal areas like Udaipur city should be paid 15 per cent of basic pay as house rent allowance and the workers residing in cities like Delhi, Calcutta etc. should be paid 30 per cent of basic pay as house rent allowance, over and above city compensatory allowance, is justified and proper ? If not, to what other relief concerned workmen are entitled to ? And from what date ?
- whether the demand of the Sangh that the families of workmen who die before retirement should be paid special gratuity (death benefit) is justified and proper ? If so, what should be the scheme ? And if not, what other relief the families of the workmen concerned are entitled to ?

2. Zawar Mines Mazdoor Sangh, representing the workers of Zawar Mines of Hindustan Zinc Ltd., raised a number of demands vide their Charter of Demands dated 29.9.1977. After protracted discussions, some of the issues were settled mutually and regarding 3 issues i.e. (i) demand for house rent to workers not provided with housing accommodation by the Company, (ii) 5 per cent increase in the existing house rent paid to workers living in municipal towns/cities and (iii)

death benefit (special gratuity) for workers who die in service, the parties on 14/3/1978 agreed to refer the disputes to arbitration as per Arbitration Clause of the Long Term Agreement which expires on 31-12-1978. Accordingly, vide Arbitration Agreement dated 2/4/1978, the above-mentioned issues were referred to Joint arbitration of Shri B. L. Wadhera, Chairman, BCCL and Shri Kanti Mehta, President, Indian National Mine Workers Federation, under Section 10A of the Industrial Disputes Act, 1947.

3. The Central Government published the Agreement in its Order of 9/5/1978. The Union submitted its statement of claim on 31st May, 1978, the Company submitted its reply on 24th June, 1978 and the Sangh submitted its rejoinder on 12th July, 1978. The first hearing was held on 25th July, 1978 at Dhanbad. Subsequently, Shri B. L. Wadhera, the Arbitrator nominated by the Company, resigned as arbitrator vide his letter dated 8th September, 1978. The parties signed another Agreement dated 9th September, 1978, nominating Shri J. G. Kumaramangalam, Managing Director, Bird & Co. Ltd., Calcutta in place of Shri B. L. Wadhera and requested the Central Government to notify accordingly. While the Government of Rajasthan, in regard to identical disputes raised by the workers of two units of the Company falling under jurisdiction of the State Government, published the revised agreement in its Extraordinary Gazette dated 26th October, 1978 the publication by the Central Government was awaited.

4. In view of the inordinate delay, it was decided to start proceedings on the basis of the publication of the revised agreement by the Government of Rajasthan, specific matters in dispute being identical in all respects, and, accordingly, the parties were directed to appear before us on 27th November, 1978 at New Delhi when we were informed that a fresh Arbitration Agreement had been submitted for publication as required by the Central Government's letter dated 20th October, 1978, in respect of all the five units, and it was anticipated that the said agreement would be published very soon. Further, both the parties requested us to accept the Statement of claim of the Sangh, the reply of the Company and the rejoinder of the Sangh before Shri B. L. Wadhera and Shri Kanti Mehta as the submissions before the present arbitrators. In view of this situation, the parties were directed to appear before us on the 18th December, 1978 at New Delhi. The Central Government published the Agreement by its Order dated 8th December, 1978 in respect of all the three units falling under its jurisdiction and the Government of Rajasthan published the fresh agreement in respect of the two units falling under its jurisdiction in its Gazette of 14th December. The proceedings were held on 18th and 19th December, 1978 at New Delhi, 30th and 31st December, 1978 at Calcutta and 15th January, 1979 at Udaipur.

AWARD

5. After considering the written statement/documents submitted by the parties and the arguments advanced by them before us, we give our awards on the three specific matters under dispute as follows :—

6. Item No. (i)

We note that out of the total number of about 7,500 workmen of the Company in its different units, about 3,000 workmen have been provided with Company's quarters at subsidized rate of house rent with electricity and other amenities at subsidized rates. Another 1200 (approx.) workmen living in municipal areas are in receipt of house rent allowance. The remaining 3,300 and odd workmen in the different units of the Company are in respect of only what is known as "compensatory allowance" at the rate of Rs. 7/- per month. The Company has argued that this particular demand of the Union had earlier been raised by them and after full consideration settled in the agreement in 1973 by agreeing to the abovementioned compensatory allowance, which is payable to workmen living in non-municipal areas, who are not provided with Company's accommodation and are not getting concessional transport facility for reporting to duty. The Company further pointed out that a comparable non-ferrous mining Undertaking in the same region i.e. Khetri Copper Mines of Hindustan Copper Ltd. also pay the same rate to their workmen. Moreover, with the sharp fall in their profits, the Company would be put to extreme hardship if additional burden in this regard was imposed on it.

7. The Union has stated that the so-called compensatory allowance was more in the nature of a transport subsidy than a house rent allowance and, in any case, in the light of the fact that other Public Sector Undertakings like Hindustan Steel Limited, NMDC, etc. pay 10 per cent of the basic pay as house rent allowance regardless of the fact whether the workmen have in municipal or non-municipal areas, their demand, was justified. Further, RSMM, a State Government Undertaking in the same Region was paying 10 per cent of the basic pay and DA as HRA, irrespective of the fact whether the concerned workmen were living in municipal or non-municipal areas. Besides, HMT at Ajmer and the cement industry after the recent award, were also paying flat rates of HRA to their workmen at much higher rates.

8. After considering all the aspects of the matter, we have come to the conclusion that the compensatory allowance of Rs. 7/- per month is not exclusively in the nature of a house rent allowance. Nor do we subscribe to the view that having agreed to this amount in the year of 1973, this should remain fixed and immutable for all time to time. However, keeping in view the financial constraints of the Company, we award that the workmen living in non-municipal areas should be given house rent allowance at a flat rate, categorywise, as indicated below :—

Categories I, II and III—Rs. 22/- per month.

Categories IV, IV-A and V—Rs. 28/- per month.

Categories VI and VII—Rs. 34/- per month.

Categories VIII and IX—Rs. 40/- per month.

The above rates of house rent allowances will be in addition to the compensatory allowance, wherever presently being paid.

9. We have informed that there are about 300 workmen who commute daily from Udaipur to Zawar for attending to their duties at Zawar. They will also be eligible for house rent allowance at the above rates in addition to the transport subsidy currently admissible to the workers of Zawar coming to duty daily from Tidi.

10. Issue No. (ii) Coming to the second matter under dispute, we note that the Board of Directors of the Company had earlier cleared, subject to Government's approval, a proposal of the Management to revise the current rates of HRA from 10 per cent to 15 per cent of the basic pay in respect of the employees living in Udaipur and from 25 per cent to 30 per cent of the basic pay in respect of employees living in cities like New Delhi, Bombay, Calcutta etc. However, as Government's approval had not been received, this matter had remained unsettled. The Company submitted that as per Government's policy, general revision of wages and fringe benefits would require the prior approval of Government. This policy has been laid down in order to ensure that there are no unjustifiable disparities. With regard to house rent allowance, the Government has laid down the rates of house rent allowance as per classification of cities. The rationale of this policy was that if in the same city public enterprises paid different rates of HRA, this may create industrial unrests. As per the Government guidelines, employees in Udaipur are only entitled to 7½ per cent of their basic pay as HRA, whereas the Company was already paying 10 per cent and, therefore, any further increase in the rate of HRA to the employees at Udaipur would create serious problems for other public enterprises located in such cities.

11. The Union argued the present fixation of rates of HRA based on the classification of cities as per Government's guidelines was totally unrealistic. The acute shortage of residential accommodation and consequent high rentals prevailing in Udaipur were too well known to need any elaborate amplification. The Company itself was fully aware of this and that was the reason why it had been compelled to hire houses at Udaipur for its senior executives at rents in excess of the norms laid down by the Government. Now the Company was planning to construct a residential colony of its own at Udaipur. The Sangh also cited example of a number of Government of India Undertakings who pay house rent at the rate of 15 per cent to workers living in 'C' class cities. The Sangh also submitted that the basic pay of the workers of the Company is comparatively lower than that of other Public Sector Undertakings.

12. Further, the Company has itself deviated from the norms already by paying 10 per cent instead of 7½ per cent as HRA and having in its Board decided to revise it to 15 per cent of the basic pay, it was not fair on the part of the Company to oppose this demand so vehemently before the Arbitrator.

13. We are of the considered view that laying down a uniform rate of HRA as per the classification of cities based mainly on their population can cause hardships in some cases. The fact that some public enterprises having already deviated from these norms goes only to prove this point. We are convinced that in the light of the high rates of house rent prevailing at Udaipur, the current rates of HRA calls for revision. Therefore, we award that in respect of cities like Udaipur, the rate of HRA should be revised from the present rate of 10 per cent to 15 per cent of the basic pay. Similarly in respect of cities like New Delhi, Calcutta and Bombay, the rate of HRA should be revised from the present rate of 25 per cent to 30 per cent of the basic pay.

14. Issue No. (iii)

The third matter under dispute pertains to the demand of the Union for introduction of special gratuity (death benefit) scheme in the case of workmen dying while in service. The Company was also not opposed to social security measures which would alleviate the miseries and hardships of the families of workmen dying in harness. However, the Company submitted that such schemes would become more meaningful if workmen would also identify themselves with the sufferings of the families of their deceased colleagues by participating in such schemes. We are glad to state that the Union agreed with this view and after discussion with both the parties we award that a death benefit scheme as provided hereinafter be introduced to cover all the workmen of the company (including probationers and trainees under the company's own training scheme). Under the death benefit scheme the company shall deduct from the wages of every workmen re. 1/- per month in the form of death benefit cess. In the event of any worker dying while in service, due to any cause whatsoever, the company shall pay to his legal heir/nominee a sum of Rs. 15,000/- (Rupees Fifteen thousand only).

15. Regarding the date of effect of the award in respect of the issues No. (i) and (ii), we feel that both the issues should be taken together.

The Sangh has claimed that the award should be given effect from 1-4-1977 as the issues were raised verbally even much earlier than 29-9-1977 when the formal Charter of Demand was submitted.

16. The Company had all along taken the stand that these demands by virtue of their far reaching financial implications and applicability to the generality of the workman, falls in the nature of general economic demand which should not have been raised by the Union during the pendency of the long term settlement in force upto 31-12-1978. Inspite of this position, the Company had to agree to go in for arbitration because of the mandatory arbitration clause in the long term settlement. As such, the Company strongly urged that the question of giving any retrospective effect before 1-1-1979 to the award should not arise.

17. Further the Union pointed out that neither of the issues No. (i) and (ii) were covered under the long-term settlement and that, therefore, the Union were not debarred on raising the issue before the expiry of the long-term settlement. The Union further submitted the fact that the Board of Directors of the Company approved the demand for payment of 15 per cent House Rent Allowance sometime in July 1977 speaks for itself and would indicate that the Board of Directors were of the opinion that the demand was reasonable and should, therefore, be conceded and would have been implemented much earlier if approval from Government could have been obtained in time. Further, the Union stated that the settlement to refer the disputes to arbitration was reached on 14-3-1978 and the parties had agreed that the arbitrators should be requested to give their award within three months thereafter. The inordinate delay has been caused due to the resignation of Shri B. L. Wadhera and technical objections raised by the Central Government and as such, the workers should not be made suffer on account of such delay. The Sangh have also submitted their

claim in that the issues are not of general nature as only about 40 per cent of the workers of the Company are connected with issue No. (i) and hardly 15 per cent of the total workers of the Company with issue No. (ii). On this account also they have reiterated their claim for application of the award with retrospective effect from 1-4-1977.

18. We have taken all that is mentioned above into consideration in deciding on the question of retrospective effect. We have also considered the trend of decisions of the Hon'ble Supreme Court of India in this regard. In the case of Greaves Cotton Report in 1964 IJLLJ Page 342, at Page 350, the Court observed, if the award is given from the date of first reference, it could not be said to have been given with any retrospective effect. In the case of Jharkhand Colliery Report in 1960 IIIJJ Page 71 at Page 77 the Court have observed that, if and when the demands were reasonable, the relief should be with effect from at least the date of the demand, which in this case is on 29-9-1977. Considering therefore, the whole matter in its totality, from the date the demands were raised, the date when the settlement to refer the dispute to arbitration was reached and the date when the agreement under Section 10-A of the I. D. Act was signed, we think it will meet the ends of justice if we give relief under Issues (i) and (ii) as outlined above with effect from 15th May, 1978, and we award accordingly. Regarding issue (iii) we feel that the relief given should be prospective and hence our decisions in respect of this issue should come into effect from the date of the Award.

We are aware that we have saddled the Company for some additional financial burden in our award, but we consider this to be fair and reasonable in the present circumstances. We are also aware that the long-term settlement has come to an end on 31-12-1978 and that, therefore, a new settlement is currently under negotiation. What we award therefore, may be agitated by the Company in negotiating the new settlement and we trust the Sangh will take a reasonable view of the matter.

We would further suggest the arrears payable on account of the retrospective application of our award in respect of issues (i) and (ii) may be paid in suitable instalments, which the Management and the Sangh may negotiate subject to these arrears being paid within one year from the date of the Award.

KANTI MEHTA, Arbitrator,
[No. L-29013/3/78-D. III. B.]
J. G. KUMARMANGALAM, Arbitrator.

S.O. 1826.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri J. G. Kumaramangalam and Shri Kanti Mehta, Arbitrators in the industrial dispute between the employers in relation to the management of Hindustan Zinc Limited, Udaipur and their workmen represented by the Dariba Khan Mazdoor Sangh, which was received by the Central Government on the 9th May, 1979.

BEFORE SHRI J. G. KUMARAMANGALAM
MANAGING DIRECTOR BIRD & CO. LTD.

CALCUTTA

&

SHRI KANTI MEHTA PRESIDENT
INDIAN NATIONAL MINEWORKERS' FEDERATION
CALCUTTA

in the matter of

Reference to Arbitration under Section 10A of the Industrial Disputes Act, 1947, an industrial dispute between Hindustan Zinc Ltd., 6, New Fatehpura Udaipur (hereinafter referred to as the 'Company') and their workmen represented by the Dariba Khan Mazdoor Sangh, Rajpura-Dariba, Udaipur

(hereinafter referred to as the 'Sangh')

Shri V. V. Jaykumar, Dy. G.M. (Pers.)

Hindustan Zinc Ltd.—representing the 'Company'

Shri B. Choudhury

General Secretary—representing the 'Sangh'

The Govt. of India, Ministry of Labour, by Order dated 8-12-78, referred to us for arbitration of an industrial dispute between Hindustan Zinc Ltd., 6, New Fatehpura, Udaipur and their workmen represented by Dariba Khan Mazdoor Sangh, Rajpura-Dariba Udaipur under Section 10A of the Industrial Disputes Act, 1947.

1. The specific matters under dispute are as follows :—

(i) whether the demand of the Sangh that the workers who have not been provided with quarters by the Company and residing in non-municipal areas should be paid house rent allowance equivalent to 7-1/2 per cent of the basic pay, subject to a minimum of Rs. 30 per month is justified? If not, to what other relief workmen concerned are entitled to? And from what date?

(ii) whether the demand of the Sangh that the workers residing in municipal areas like Udaipur city should be paid 15 per cent of basic pay as house rent allowance and the workers residing in cities like Delhi, Calcutta, etc. should be paid 30 per cent of basic pay as house rent allowance, over and above city compensatory allowance, is justified and proper? If not, to what other relief concerned workmen are entitled to? And from what date?

(iii) whether the demand of the Sangh that the families of workmen who die before retirement should be paid special gratuity (death benefit) is justified and proper? If so, what should be the scheme? And if not, what other relief the families of the workmen concerned are entitled to?

2. Dariba Khan Mazdoor Sangh, representing the workers of Zawar Mines of Hindustan Zinc Ltd., raised a number of demands vide their Charter of Demands dated 29-9-77. After protracted discussions, some of the issues were settled mutually and regarding 3 issues i.e. (i) demand for house rent to workers not provided with housing accommodation by the Company, (ii) 5 per cent increase in the existing house rent paid to workers living in municipal towns/cities and (iii) death benefit (special gratuity) for workers who die in service, the parties on 14-3-78 agreed to refer the disputes to arbitration as per Arbitration Clause of the Long Term Agreement which expires on 31-12-78. Accordingly, vide Arbitration Agreement dated 2-4-78, the above-mentioned issues were referred to Joint arbitration of Shri B. L. Wadhra, Chairman, BCCL and Shri Kanti Mehta, President, Indian National Mine Workers Federation, under Section 10A of the Industrial Disputes Act, 1947.

3. The Central Government published the Agreement in its Order of 9-5-78. The Union submitted its statement of claim on 31st May, 1978, the Company submitted its reply on 24th June, 1978 and the Sangh submitted its rejoinder on 12th July, 1978. The first hearing was held on 25th July, 1978 at Dhanbad. Subsequently, Shri B. L. Wadhra, the Arbitrator nominated by the Company, resigned as arbitrator vide his letter dated 8th September, 1978. The parties signed another Agreement dated 9th September, 1978, nominating Shri J. G. Kumaramangalam Manging Director, Bird & Co. Ltd., Calcutta in place of Shri B.L. Wadhra and requested the Central Government to notify accordingly. While the Govt. of Rajasthan, in regard to identical disputes raised by the workers of two units of the Company falling under the jurisdiction of the State Govt., published the revised agreement in its Extra-ordinary Gazette dated 26th Oct., 1978 the publication by the Central Govt. was awaited.

4. In view of the inordinate delay, it was decided to start proceedings on the basis of the publication of the revised agreement by the Govt. of Rajasthan, specific matters in dispute being identical in all respects, and, accordingly, the parties were directed to appear before us on 27th Nov., 1978 at New Delhi when we were informed that a fresh Arbitration Agreement had been submitted for publication as required by the Central Govt's letter dated 20th Oct., 1978. In respect of all the five units, and it was anticipated that the said agreement would be published very soon. Further, both the parties requested us to accept the Statement of claim of the Sangh, the reply of the Company and the rejoinder of the Sangh before Shri B.L. Wadhra and Shri Kanti Mehta as the submissions before the present arbitrators. In view of this situation, the parties were directed to appear before us on the 18th Dec., 1978 at New Delhi. The Central Govt. published the Agreement by its Order dated 8th Dec., 1978 in respect of all the three units falling under its jurisdiction and the Govt. of Rajasthan published the fresh agreement in

respect of the two units falling under its jurisdiction in its Gazette of 14th Dec. The proceedings were held on 18th and 19th Dec., 1978 at New Delhi, 30th and 31st Dec., 1978 at Calcutta and 15th Jan., 1979 at Udaipur.

AWARD

5. After considering the written statement/documents submitted by the parties and the arguments advanced by them before us, we give our awards on the three specific matters under dispute as follows :—

6. Item No. (i)

We note that out of the total number of about 7,500 workmen of the Company in its different units, about 3000 workmen have been provided with Company's quarters at subsidized rate of house rent with electricity and other amenities at subsidized rates. Another 1200 (approx.) workmen living in municipal areas are in receipt of house rent allowance. The remaining 3,300 and odd workmen in the different units of the Company are in receipt of only what is known as "compensatory allowance" at the rate of Rs. 7 per month. The Company has argued that this particular demand of the Union had earlier been raised by them and after full consideration settled in the agreement in 1973 by agreeing to the above mentioned compensatory allowance, which is payable to workmen living in non-municipal areas, who are not provided with Company's accommodation and are not getting concessional transport facility for reporting to duty. The Company further pointed out that a comparable non-ferrous mining undertaking in the same region i.e. Khetri Copper Mines of Hindustan Copper Ltd. also pay the same rate to their workmen. Moreover, with the share fall in their profits, the Company would be put to extreme hardship if additional burden in this regard was imposed on it.

7. The Union has stated that the so-called compensatory allowance was more in the nature of a transport subsidy than a house rent allowance and, in any case, in the light of the fact that other Public Sector Undertakings like Hindustan Steel Limited, NMDC etc. pay 10 per cent of the basic pay as house rent allowance, regardless of the fact whether the workmen live in municipal or non-municipal areas, their demand was justified. Further RSMM, a State Government Undertaking in the same Region was paying 10% of the basic pay and DA as HRA, irrespective of the fact whether the concerned workmen were living in municipal or non-municipal areas. Besides, HMT, at Ajmer and the cement industry after the recent award, were also paying flat rates of HRA to their workmen at much higher rates.

8. After considering all the aspects of the matter, we have come to the conclusion that the compensatory allowance of Rs. 7 per month is not exclusively in the nature of a house rent allowance. Nor do we subscribe to the view that having agreed to this amount in the year of 1973, this should remain fixed and immutable for all time to come. However, keeping in view the financial constraints of the Company, we award that the workmen living in non-municipal areas should be given house rent allowance at a flat rate, categorywise, as indicated below :—

Categories I, II and III	... Rs. 22 per month
Categories IV, V, VI and VII	... Rs. 28 per month
Categories VI and VII	... Rs. 34 per month
Categories VII and IX	... Rs. 40 per month

The above rates of house rent allowances will be in addition to the compensatory allowance, wherever presently being paid.

9. We have been informed that there are about 300 workmen who commute daily from Udaipur to Zawar for attending to their duties at Zawar. They will also be eligible for house rent allowance at the above rates in addition to the transport subsidy currently admissible to the workers of Zawar coming to duty daily from Tidi.

10. Issue No. (ii) Coming to the second matter under dispute, we note that the Board of Directors of the Company had earlier cleared, subject to Government's approval, a proposal of the Management to revise the current rates of HRA from 10 per cent to 15 per cent of the basic pay in respect of the employees living in Udaipur and from 25 per cent to 30 per cent of the basic pay in respect of employees living in cities like New Delhi, Bombay, Calcutta etc. However,

as Government's approval had not been received, this matter had remained unsettled. The Company submitted that as per Government's policy, general revision of wages and fringe benefits would require the prior approval of Government. This policy has been laid down in order to ensure that there are no unjustifiable disparities. With regard to house rent allowance, the Government had laid down the rates of house rent allowance as per classification of cities. The rationale of this policy was that if in the same city public enterprises paid different rates of HRA, this may create industrial unrests. As per the Government guidelines, employees in Udaipur are only entitled to 7-1/2 per cent of their basic pay as HRA, whereas the Company was already paying 10 per cent and, therefore, any further increase in the rate of HRA to the employees at Udaipur would create serious problems for other public enterprises located in such cities.

11. The Union argued the present fixation of rates of HRA based on the classification of cities as per Government's guidelines was totally unrealistic. The acute shortage of residential accommodation and consequent high rentals prevailing in Udaipur were too well known to need any elaborate amplification. The Company itself was fully aware of this and that was the reason why it had been compelled to hire houses at Udaipur for its senior executives at rents in excess of the norms laid down by the Government. Now the Company was planning to construct a residential colony of its own at Udaipur. The Sangh also cited example of a number of Govt. of India Undertakings who pay house rent at the rate of 15 per cent to workers living in 'C' class cities. The Sangh also submitted that the basic pay of the workers of the Company is comparatively lower than that of other Public Sector Undertakings.

12. Further, the Company has itself deviated from the norms already by paying 10 per cent instead of 7-1/2 as HRA and having in its Board decided to revise it to 15 per cent of the basic pay, it was not fair on the part of the Company to oppose this demand so vehemently before the Arbitrator.

13. We are of the considered view that laying down a uniform rate of HRA as per the classification of cities based mainly on their population can cause hardships in some cases. The fact that some public enterprises having already deviated from these norms goes only to prove this point. We are convinced that in the light of the high rates of house rent prevailing at Udaipur, the current rates of HRA calls for revision. Therefore, we award that in respect of cities like Udaipur, the rate of HRA should be revised from the present rate of 10 per cent to 15 per cent of the basic pay. Similarly in respect of cities like New Delhi, Calcutta and Bombay, the rate of HRA should be revised from the present rate of 25 per cent to 30 per cent of the basic pay.

14. Issue No. (iii)

The third matter under dispute pertains to the demand of the Union for introduction of special gratuity (death benefit) scheme in the case of workmen dying while in service. The Company was also not opposed to social security measures which would alleviate the miseries and hardships of the families of workmen dying in harness. However, the Company submitted that such schemes would become more meaningful if workmen would also identify themselves with the sufferings of the families of their deceased colleagues by participating in such schemes. We are glad to state that the Union agreed with this view and after discussions with both the parties we award that a death benefit scheme as provided hereinafter be introduced to cover all the workmen of the company (including probationers and trainees under the company's own training scheme). Under the death benefit scheme the company shall deduct from the wages of every workman re. 1 per month in the form of death benefit cess. In the event of any worker dying while in service, due to any cause whatsoever, the company shall pay to his legal heir/nominee a sum of Rs. 15,000 (Rupees Fifteen thousand only).

15. Regarding the date of effect of the award in respect of the issues No. (i) and (ii), we feel that both the issues should be taken together.

The Sangh has claimed that the award should be given effect from 1-4-77 as the issues were raised verbally even much earlier than 29-9-77 when the formal Charter of Demand was submitted.

16. The Company had all along taken the stand that these demands by virtue of their far reaching financial implications and applicability to the generality of the workmen, falls in the nature of general economic demand which should not have been raised by the Union during the pendency of the long term settlement in force upto 31-12-78. Inspite of this position, the Company had to agree to go in for arbitration because of the mandatory arbitration clause in the long term settlement. As such, the Company strongly urged that the question of giving any retrospective effect before 1-1-79 to the award should not arise.

17. Further the Union pointed out that neither of the issues No. (i) and (ii) were covered under the long-term settlement and that, therefore, the Union were not debarred on raising the issue before the expiry of the long-term settlement. The Union further submitted the fact that the Board of Directors of the Company approved the demand for payment of 15 per cent House Rent Allowance sometime in July 1977 speaks for itself and would indicate that the Board of Directors were of the opinion that the demand was reasonable and should, therefore, be conceded and would have been implemented much earlier if approval from Government could have been obtained in time. Further, the Union stated that the settlement to refer the dispute to arbitration was reached on 14-3-78 and the parties had agreed that the arbitrators should be requested to give their award within three months thereafter. The inordinate delay has been caused due to the resignation of Shri B. L. Wadhwa and technical objections raised by the Central Government and as such the workers should not be made to suffer on account of such delay. The Sangh have also submitted their claim in that the issues are not of general nature as only about 40 per cent of the workers of the Company are connected with issue No. (i) and hardly 15 per cent of the total workers of the Company with issue No. (ii). On this account also they have reiterated their claim for application of the award with retrospective effect from 1-4-1977.

18. We have taken all that is mentioned above into consideration in deciding on the question of retrospective effect. We have also considered the trend of decisions of the Hon'ble Supreme Court of India in this regard. In the case of Greaves Cotton Report in 1964 IILLJ Page 342, at Page 350, the Court observed, if the award is given from the date of first reference, it could not be said to have been given with any retrospective effect. In the case of Jhagrakhand Colliery Report in 1960 IILLJ Page 71 at Page 77 the Court have observed that, if and when the demands were reasonable, the relief should be with effect from at least the date of the demand, which in this case is on 29-9-77. Considering therefore, the whole matter in its totality, from the date the demands were raised, the date when the settlement to refer the disputes to arbitration was reached and the date when the agreement under Section 10-A of the I.D. Act was signed, we think it will meet the ends of justice if we give relief under Issues (i) and (ii) as outlined above with effect from 15th May, 1978 and we award accordingly. Regarding issue (ii) we feel that the relief given should be prospective and hence our decisions in respect of this issue should come into effect from the date of the Award.

We are aware that we have saddled the Company for some additional financial burden in our award, but we consider this to be fair and reasonable in the present circumstances. We are also aware that the long-term settlement has come to an end on 31-12-1978 and that, therefore, a new settlement is currently under negotiation. What we award, therefore may be agitated by the Company in negotiating the new settlement and we trust the Sangh will take a reasonable view of the matter.

We would further suggest the arrears payable on account of the retrospective application of our award in respect of issues (i) and (ii) may be paid in suitable instalments, which the Management and the Sangh may negotiate subject to these arrears being paid within one year from the date of the Award.

KANTI MEHTA, Arbitrator

J. G. KUMARAMANGALAM, Arbitrator.
Dated 1st May, 1979.

[No. L-29013/3/78-D. III.B]

S.O. 1927.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri J. G. Kumaramangalam and Shri Kanti Mehta, Arbitrators in the industrial dispute between the employers in relation to the management of Hindustan Zinc Limited, Udaipur and their workmen represented by the Matun Mines Mazdoor Sangh, which was received by the Central Government on the 9th May, 1979.

BEFORE

SHRI J. G. KUMARAMANGALAM,
MANAGING DIRECTOR BIRD & CO. LTD..

CALCUTTA

AND

SHRI KANTI MEHTA, PRESIDENT
INDIAN NATIONAL MINEWORKERS' FEDERATION,
CALCUTTA

In the matter of

Reference to Arbitration under Section 10A of the Industrial Disputes Act, 1947, an industrial disputes between Hindustan Zinc Ltd., 6, New Fatehpura Udaipur (hereinafter referred to as the 'Company') and their workmen represented by the Matun Mines Mazdoor Sangh, P.O. Matun, Udaipur (hereinafter referred to as the 'Sangh').

Shri V. V. Jaykumar, Dy. G.M. (Pers). Hindustan Zinc Ltd.—representing the 'Company'.

Shri B. Choudhury, General Secretary—representing the 'Sangh'

The Government of India, Ministry of Labour, by Order dated 8-12-78 referred to us for arbitration of an industrial dispute between Hindustan Zinc Ltd., 6 New Fatehpura, Udaipur and their workmen represented by Matun Mines Mazdoor Sangh, P.O. Matun, Udaipur under Section 10A of the Industrial Disputes Act, 1947.

1. The specific matters under dispute are as follows :—

(i) whether the demand of the Sangh that the workers who have not been provided with quarters by the Company and residing in non-municipal areas should be paid house rent allowance equivalent to 7-1/2 per cent of the basic pay, subject to a minimum of Rs. 30 per month is justified? If not, to what other relief workmen concerned are entitled to? And from what date?

(ii) whether the demand of the Sangh that the workers residing in municipal areas like Udaipur city should be paid 15 per cent of basic pay as house rent allowance and the workers residing in cities like Delhi, Calcutta, etc. should be paid 30 per cent of basic pay as house rent allowance, over and above city compensatory allowance, is justified and proper? If not, to what other relief concerned workmen are entitled to? And from what date?

(iii) whether the demand of the Sangh that the families of workmen who die before retirement should be paid special gratuity (death benefit) is justified and proper? If so, what should be the scheme? And if not, what other relief the families of the workmen concerned are entitled to?

2. Matun Mines Mazdoor Sangh representing the workers of Zawar Mines of Hindustan Zinc Ltd., raised a number of demands vide their Charter of Demands dated 29-9-1977. After protracted discussions, some of the issues were settled mutually and regarding 3 issues i.e. (i) demand for house rent to workers not provided with housing accommodation by the Company, (ii) 5 per cent increase in the existing house rent paid to workers living in municipal towns/cities and (iii) death benefit (special gratuity) for workers who die in service, the parties on 14-3-78 agreed to refer the disputes to arbitration as per Arbitration Clause of the Long

Term Agreement which expires on 31-12-78. Accordingly, vide Arbitration Agreement dated 2-4-1978, the above-mentioned issues were referred to Joint arbitration of Shri B. L. Wadhera, Chairman, BCL and Shri Kanti Mehta, President, Indian National Mine Workers federation, under Section 10A of the Industrial Disputes Act, 1947.

3. The Central Government published the Agreement in its Order of 9-5-78. The Union submitted its statement of claim on 31st May, 1978, the Company submitted its reply on 24th June, 1978 and the Sangh submitted its rejoinder on 12th July, 1978. The first hearing was held on 25th July, 1978 at Dhanbad. Subsequently, Shri B. L. Wadhera, the Arbitrator nominated by the Company, resigned as arbitrator vide his letter dated 8th September, 1978. The parties signed another Agreement dated 9th September, 1978, nominating Shri J. G. Kumaramangalam, Managing Director, Bird & Co. Ltd., Calcutta in place of Shri B. L. Wadhera and requested the Central Government to notify accordingly. While the Government of Rajasthan, in regard to identical disputes raised by the workers of two units of the Company falling under the jurisdiction of the State Government, published the revised agreement in its Extra-ordinary Gazette dated 26th October, 1978 the publication by the Central Government was awaited.

4. In view of the inordinate delay, it was decided to start proceedings on the basis of the publication of the revised agreement by the Government of Rajasthan, specific matters in dispute being identical in all respects, and, accordingly, the parties were directed to appear before us on 27th November, 1978 at New Delhi when we were informed that a fresh Arbitration Agreement had been submitted for publication as required by the Central Government's letter dated 20th October, 1978, in respect of all the five units, and it was anticipated that the said agreement would be published very soon. Further, both the parties requested us to accept the Statement of claim of the Sangh, the reply of the Company and the rejoinder of the Sangh before Shri B. L. Wadhera and Shri Kanti Mehta as the submissions before the present arbitrators. In view of this situation, the parties were directed to appear before us on the 18th December, 1978 at New Delhi. The Central Government published the Agreement by its Order dated 8th December, 1978 in respect of all the three units falling under its jurisdiction and the Government of Rajasthan published the fresh agreement in respect of the two units falling under its jurisdiction in its Gazette of 14th December. The proceedings were held on 18th and 19th December, 1978 at New Delhi, 30th and 31st December, 1978 at Calcutta and 15th January, 1979 at Udaipur.

AWARD

5. After considering the written statement/documents submitted by the parties and the arguments advanced by them before us, we give our awards on the three specific matters under dispute as follows :—

6. Item No. (i)

We note that out of the total number of about 7,500 workmen of the Company in its different units, about 3000 workmen have been provided with Company's quarters at subsidized rate of house rent with electricity and other amenities a subsidized rates. Another 1200 (approx.) workmen living in municipal areas are in receipt of house rent allowance. The remaining 3,300 and odd workmen in the different units of the Company are in receipt of only what is known as "compensatory allowance" at the rate of Rs. 7 per month. The Company has argued that this particular demand of the Union had earlier been raised by them and after full consideration settled in the agreement in 1973 by agreeing to the abovementioned compensatory allowance, which is payable to workmen living in non-municipal areas, who are not provided with Company's accommodation and are not getting concessional transport facility for reporting to duty. The Company further pointed out that a comparable non-ferrous mining Undertaking in the same region i.e., Khetri Copper Mines of Hindustan Copper Ltd. also pay the same rate to their workmen. Moreover, with the sharp fall in their profits, the Company would be put to extreme hardship if additional burden in this regard was imposed on it.

7. The Union has stated that the so-called compensatory allowance was more in the nature of a transport subsidy than a house rent allowance and, in any case, in the light of the fact that other Public Sector Undertakings like Hindustan Steel Limited, MMDC, etc. pay 10 per cent of the basic pay as house rent allowance, regardless of the fact whether the workmen live in municipal or non-municipal areas, their demand was justified, further, RSMM, a State Government Undertaking in the same Region was paying 10 per cent of the basic pay and DA as HRA, irrespective of the fact whether the concerned workmen were living in municipal or non-municipal areas. Besides, HMT at Ajmer and the cement industry after the recent award, were also paying flat rates of HRA to their workmen at much higher rates.

8. After considering all the aspects of the matter, we have come to the conclusion that the compensatory allowance of Rs. 7 per month is not exclusively in the nature of a house rent allowance. Nor do we subscribe to the view that having agreed to this amount in the year of 1973, this should remain fixed and immutable for all time to come. However, keeping in view the financial constraints of the Company, we award that the workmen living in non-municipal areas should be given house rent allowance at a flat rate, categorywise, as indicated below :—

Categories I, II and III—Rs. 22 per month.

Categories IV, IVA and V—Rs. 28 per month.

Categories VI and VII—Rs. 34 per month.

Categories VII and IX—Rs. 40 per month.

The above rates of house rent allowances will be in addition to the compensatory allowance, wherever presently being paid.

9. We have been informed that there are about 300 workmen who commute daily from Udaipur to Zawar for attending to their duties at Zawar. They will also be eligible for house rent allowance at the above rates in addition to the transport subsidy currently admissible to the workers of Zawar coming to duty daily from Tidi.

10. Issue No. (ii)—Coming to the second matter under dispute, we note that the Board of Directors of the Company had earlier cleared, subject to Government's approval, a proposal of the Management to revise the current rates of HRA from 10 per cent to 15 per cent of the basic pay in respect of the employees living in Udaipur and from 25 per cent to 30 per cent of the basic pay in respect of employees living in cities like New Delhi, Bombay, Calcutta etc. However, as Government's approval had not been received, this matter had remained unsettled. The Company submitted that as per Government's policy, general revision of wages and fringe benefits would require the prior approval of Government. This policy has been laid down in order to ensure that there are no unjustifiable disparities. With regard to house rent allowance, the Government has laid down the rates of house rent allowance as per classification of cities. The rationale of this policy was that if in the same city public enterprises paid different rates of HRA, this may create industrial unrests. As per the Government guidelines, employees in Udaipur are only entitled to 7-1/2 per cent of their basic pay as HRA, whereas the Company was already paying 10 per cent and, therefore, any further increase in the rate of HRA to the employees at Udaipur would create serious problems for other public enterprises located in such cities.

11. The Union argued the present fixation of rates of HRA based on the classification of cities as per Government's guidelines was totally unrealistic. The acute shortage of residential accommodation and consequent high rentals prevailing in Udaipur were too well known to need any elaborate amplification. The Company itself was fully aware of this and that was the reason why it had been compelled to hire houses at Udaipur for its senior executives at rents in excess of the norms laid down by the Government. Now the Company was planning to construct a residential colony of its own at Udaipur. The Sangh also cited example of a number of Government of India Undertakings who pay house rent at the rate of 15 per cent to workers living in 'C' class

cities. The Sangh also submitted that the basic pay of the workers of the Company is comparatively lower than that of other Public Sector Undertakings.

12. Further, the Company has itself deviated from the norms already by paying 10 per cent instead of 7-1/2 as HRA and having in its Board decided to revise it to 15 per cent of the basic pay, it was not fair on the part of the Company to oppose this demand so vehemently before the Arbitrator.

13. We are of the considered view that laying down a uniform rate of HRA as per the classification of cities based mainly on their population can cause hardships in some cases. The fact that some public enterprises having already deviated from these norms goes only to prove this point. We are convinced that in the light of the high rates of house rent prevailing at Udaipur, the current rates of HRA calls for revision. Therefore, we award that in respect of cities like Udaipur, the rate of HRA should be revised from the present rate of 10% to 15% of the basic pay. Similarly in respect of cities like New Delhi, Calcutta and Bombay, the rate of HRA should be revised from the present rate of 25% to 30% of the basic pay.

14. Issue No. (iii)

The third matter under dispute pertains to the demand of the Union for introduction of special gratuity (death benefit) scheme in the case of workmen dying while in service. The Company was also not opposed to social security measures which would alleviate the miseries and hardships of the families of workmen dying in harness. However, the Company submitted that such schemes would become more meaningful if workmen would also identify themselves with the sufferings of the families of their deceased colleagues by participating in such schemes. We are glad to state that the Union agreed with this view and after discussions with both the parties we award that a benefit scheme as provided hereinafter be introduced to cover all the workmen of the company (including probationers and trainees under the company's own training scheme). Under the death benefit scheme the company shall deduct from the wages of every workman re. 1/- per month in the form of death benefit cess. In the event of any worker dying while in service, due to any cause whatsoever, the company shall pay to his legal heir/nominee a sum of Rs. 15,000/- (Rupees Fifteen thousand only).

15. Regarding the date of effect of the award in respect of the issues No. (i) and (ii), we feel that both the issues should be taken together. The Sangh has claimed that the award be given effect from 1-4-1977 as the issues were raised verbally even much earlier than 29-9-77 when the formal Charter of Demand was submitted.

16. The Company had all along taken the stand that these demands by virtue of their far reaching financial implications and applicability to the generality of the workmen, falls in the nature of general economic demand which should not have been raised by the Union during the pendency of the long term settlement in force upto 31-12-78. Inspite of this position, the Company had to agree to go in for arbitration because of the mandatory arbitration clause in the long term settlement. As such, the Company strongly urged that the question of giving any retrospective effect before 1.1.79 to the award should not arise.

17. Further the Union pointed out that neither of the issues No. (i) and (ii) were covered under the long-term settlement and that, therefore, the Union were not debarred on raising the issue before the expiry of the long-term settlement. The Union further submitted the fact that the Board of Directors of the Company approved the demand for payment of 15 per cent House Rent Allowance sometime in July 1977 speaks for itself and would indicate that the Board of Directors were of the opinion that the demand was reasonable and should, therefore, be conceded and would have been implemented much earlier if approval from Government could have been obtained in time. Further, the Union stated that the settlement to refer the disputes to arbitration was reached on 14.3.78 and the parties had agreed that the arbitrators should be requested to give their award within three months thereafter. The inordinate delay has been caused due to the resignation of Shri B.L. Wadhera and technical objections raised by the Central Government and as such the workers should not be made to suffer on account of such delay. The Sangh have also submitted their claim issues are not of general nature as only about 40% of the workers of the Company are connected with issue No.(i) and hardly 15% of the total workers of the Company with issue No. (ii). On this account also they have reiterated their claim for application of the award with retrospective effect from 1.4.77.

18. We have taken all that is mentioned above into consideration in deciding on the question of retrospective effect. We have also considered the trend of decisions of the Hon'ble Supreme Court of India in this regard. In the case of Greaves Cotton Report in 1964 ILLJ Page 342, at Page 350, the Court observed, if the award is given from the date of first reference, it could not be said to have been given with any retrospective effect. In the case of Jhagrakhand Colliery Report in 1960 ILLJ Page 71 at Page 77 the Court have observed that, if and when the demands were reasonable, the relief should be with effect from at least the date of the demand, which in this case is on 29-9-1977. Considering therefore, the whole matter in its totality, from the date the demands were raised, the date when the settlement to refer the disputes to arbitration was reached and the date when the agreement under Section 10-A of the I.D. Act was signed, we think it will meet the ends of justice if we give relief under Issues (i) and (ii) as outlined above with effect from 15th May, 1978 and we award accordingly. Regarding issue (iii) we feel that the relief given should be prospective and hence our decisions in respect of this issue should come into effect from the date of the Award.

We are aware that we have saddled the Company for some additional financial burden in our award, but we consider this to be fair and reasonable in the present circumstances. We are also aware that the long-term settlement has come to an end on 31-12-78 and that, therefore, a new settlement is currently under negotiation. What we award, therefore may be agitated by the Company in negotiating the new settlement and we trust the Sangh will take a reasonable view of the matter.

We would further suggest the arrears payable on account of the retrospective application of our award in respect of issues (i) and (ii) may be paid in suitable instalments, which the Management and the Sangh may negotiate subject to these arrears being paid within one year from the date of the Award.

KANTI MEHTA, Arbitrator
J. G. KUMARAMANGALAM, Arbitrator
[No. L-29013/5/78-D.III.B]
A. K. ROY, Under Secy.

